



भारत का राजपत्र

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No. 16] NEW DELHI, APRIL 16—APRIL 22, 2023, SATURDAY/CHAITRA 26,—VAISAKHA 2, 1945

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह पृथक संकलन के रूप में रखा जा सके।
Separate Paging is given to this Part in order that it may be filed as a separate compilation

भाग II—खण्ड 3—उप-खण्ड (ii)
PART II—Section 3—Sub-section (ii)

भारत सरकार के मंत्रालयों (रक्षा मंत्रालय को छोड़कर) द्वारा जारी किए गए सांविधिक आदेश और अधिसूचनाएं
Statutory Orders and Notifications Issued by the Ministries of the Government of India
(Other than the Ministry of Defence)

विदेश मंत्रालय

(सी.पी.वी. प्रभाग)

नई दिल्ली, 12 अप्रैल, 2023

का.आ. 547.—राजनयिक और कोंसुलीय अधिकारी (शपथ एवं फीस) के अधिनियम, 1948 की धारा 2 के खंड (क) के अनुसरण में वैधानिक आदेश।

एतद्वारा, केंद्र सरकार भारतीय उच्चायोग, लंदन में विनीत धनखड़, सहायक अनुभाग अधिकारी, को अप्रैल 12, 2023 से सहायक कांसुलर अधिकारी के रूप में कांसुलर सेवाओं का निर्वहन करने के लिए अधिकृत करती है।

[फा. सं. टी. 4330/01/2023(13)]

एस. आर. एच. फहरी, निदेशक (सीपीवी-1)

MINISTRY OF EXTERNALS AFFAIRS

(CPV DIVISION)

New Delhi, the 12th April, 2023

S.O. 547.—Statutory Order in pursuance of clause (a) of the Section 2 of the Diplomatic and Consular Officers (Oaths and fees) Act, 1948 (41 of 1048), the Central Government hereby appoints Shri Vineet Dhankhar, Assistant Section Officer in the High Commission of India, London as Assistant Consular Officers to perform Consular services with effect from April 12, 2023.

[F. No. T. 4330/01/2023(13)]

S. R. H. FAHMI, Director (CPV-I)

नई दिल्ली, 17 अप्रैल, 2023

का.आ. 548.—राजनयिक और कोंसुलीय अधिकारी (शपथ एवं फीस) के अधिनियम, 1948 की धारा 2 के खंड (क) के अनुसरण में वैधानिक आदेश।

एतद्वारा, केंद्र सरकार, अप्रैल 17, 2023 से कांसुलर सेवाएं के निर्वहन करने के लिए विदेश में भारतीय मिशनों/पोस्टों में सहायक कांसुलर अधिकारियों के रूप में इस मंत्रालय के नीचे उल्लिखित अधिकारियों की नियुक्ति करता है:

क्रम सं.	अधिकारी का नाम और पद(श्री/सर्व)	मिशन / पोस्ट जिसमें सहायक कांसुलर अधिकारी के रूप में नियुक्त किया गया है
1	खुश्बू अहलावत, सहायक अनुभाग अधिकारी	भारत के प्रधान कोंसलावास, न्यूयॉर्क
2	बलवंत राज, सहायक अनुभाग अधिकारी	भारत के प्रधान कोंसलावास, दुबई
3	दीपक राणा, सहायक अनुभाग अधिकारी	
4	प्रमोद कुमार यादव, सहायक अनुभाग अधिकारी	भारत के प्रधान कोंसलावास, बर्मिंघम

[फा. सं. टी. 4330/01/2023(14)]

एस. आर. एच. फहमी, निदेशक (सीपीवी-1)

New Delhi, the 17th April, 2023

S.O. 548.—Statutory Order in pursuance of clause (a) of the Section 2 of the Diplomatic and Consular Officers (Oaths and fees) Act, 1948 (41 of 1048), the Central Government hereby appoints the below mentioned officials of this Ministry, as Assistant Consular Officers in Indian Missions/Posts abroad to perform Consular services with effect from April 17, 2023:

S. No.	Name & Rank of the Officer (S/Shri)	Mission/Post wherein appointed as Assistant Consular Officer
1	Khushboo Ahlawat, Assistant Section Officer	Consulate General of India, New York
2	Balwant Raj, Assistant Section Officer	Consulate General of India, Dubai
3	Deepak Rana, Assistant Section Officer	
4	Pramod Kumar Yadav, Assistant Section Officer	Consulate General of India, Birmingham

[F. No. T. 4330/01/2023(14)]

S. R. H. FAHMI, Director (CPV-I)

कार्मिक, लोक शिकायत तथा पेंशन मंत्रालय

(कार्मिक और प्रशिक्षण विभाग)

नई दिल्ली, 4 जनवरी, 2023

का.आ. 549.—केन्द्र सरकार, एतद्वारा दिल्ली विशेष पुलिस स्थापना अधिनियम, 1946 (1946 का 25) की धारा 5 की उपधारा (1) सपष्टित धारा 6 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए झारखण्ड राज्य सरकार, गृह, कारागार एवं आपदा प्रबंधन विभाग, रांची की अधिसूचना ज्ञापन सं.-10/सी.बी.आई.- 411/2022-3813/रांची, दिनांक 19.09.2022, के माध्यम से जारी सम्मति से, इलाहाबाद बैंक (अब इंडियन बैंक) को लगभग 1681.97 लाख रु. की सदोष हानि पहुँचाने के संबंध में मेसर्स सरस्वती कंपोनेंट मोटर्स प्रा. लि, पंजीकृत कार्यालय प्लॉट सं. 1012/13, दहैयावा, पत्रालय-तारी, थाना-मुसाफिल, छपरा, इसके निदेशकों और गारंटीकर्ताओं श्री अरुण कुमार तिवारी और श्रीमती सरस्वती देवी, इसके गारंटीकर्ता श्री रितेश कुमार, अज्ञात लोक सेवकों व अन्यों के विरुद्ध श्री फारुख राशीद बोखारी, उप महाप्रबंधक/आंचलिक प्रबंधक, इंडियन बैंक, आंचलिक कार्यालय, रांची द्वारा भारतीय दण्ड संहिता (1860 का 45) की धाराएं 120बी, 409, 420, 467, 468 और 471 के तहत किए गए दण्डनीय अपराध(धों) के विषय में दिनांक 04.06.2022 को दर्ज कराई गई शिकायत से उत्पन्न अपराध(धों) का अन्वेषण तथा ऐसे अपराध(धों) से जुड़े या उससे संबद्ध किसी दुष्प्रयास, दुष्प्रेरणा और/अथवा पद्धयंत्र एवं/अथवा उसी संव्यवहार में किए गए या उन्हीं तथ्यों से उत्पन्न किसी अन्य अपराध का अन्वेषण करने के लिए दिल्ली विशेष पुलिस स्थापना के सदस्यों की शक्तियों और क्षेत्राधिकार का विस्तार समस्त झारखण्ड राज्य में करती है।

[फा. सं. 228/137/2022-एवीडी-II]

संजय कुमार चौरसिया, अवर सचिव

MINISTRY OF PERSONNEL, PUBLIC GRIEVANCES AND PENSIONS

(Department of Personnel and Training)

New Delhi, the 4th January, 2023

S.O. 549.—In exercise of the powers conferred by sub-section (1) of section 5 read with section 6 of the Delhi Special Police Establishment Act, 1946 (25 of 1946), the Central Government with the consent of the State Government of Jharkhand, issued vide Notification Memo No.-10/C.B.I.-411/2022-3813/Ranchi dated 19.09.2022, Home, Prisons and Disaster Management Department, Ranchi, hereby extends the powers and jurisdiction of the members of the Delhi Special Police Establishment to the whole State of Jharkhand for investigation into the offence(s) arising out of the complaint dated 04.06.2022 lodged by Shri Farukh Rashid Bokhari, Deputy General Manager/Zonal Manager, Indian Bank, Zonal Office, Ranchi against M/s Saraswati Component Motors Pvt. Ltd., Registered Office at Plot No. 1012/13, Dahaipay, Post- Tari, P.S. Musafil, Chapra, its Directors and Guarantors Shri Arun Kumar Tiwari and Smt. Saraswati Devi, its Guarantor Shri Ritesh Kumar, unknown public servants and others for causing wrongful loss of approx. Rs. 1681.97 lakhs to the then Allahabad Bank (now Indian Bank) punishable under sections 120B, 409, 420, 467, 468 and 471 of the Indian Penal Code (45 of 1860) and any attempt, abetment and/or conspiracy, in relation to or in connection with such offence(s) and/or for any other offence committed in the course of the same transaction or arising out of the same facts.

[F. No. 228/137/2022-AVD-II]

SANJAY KUMAR CHAURASIA, Under Secy.

नई दिल्ली, 4 जनवरी, 2023

का.आ. 550.—केन्द्र सरकार, एतद्वारा दिल्ली विशेष पुलिस स्थापना अधिनियम, 1946 (1946 का 25) की धारा 5 की उपधारा (1) सपष्टित धारा 6 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केरल राज्य सरकार, गृह (एम) विभाग, तिरुवनंतपुरम, की अधिसूचना जी.ओ. (एमएस.) सं.64/2022/गृह, दिनांक 25.03.2022 [एस.आर.ओ. सं. 327/2022 के रूप में प्रकाशित], के माध्यम से जारी सम्मति से निम्नलिखित तालिका में उल्लिखित निर्धारिती द्वारा धोखाधड़ी/वेर्डमानी से आयकर रिफँड प्राप्त कर आयकर विभाग को 44,07,623/- रुपए की सदोषपूर्ण हानि पहुँचाने जो भारतीय दंड संहिता,

1860 (1860 का 45) और आयकर अधिनियम, 1961 (1961 का 43) के प्रावधानों के तहत दंडनीय अपराध(धों) है, का अन्वेषण तथा ऐसे अपराध(धों) से जुड़े या उससे संबद्ध किसी दुष्प्रयास, दुष्प्रेरणा और/अथवा घट्यंत्र एवं/अथवा उसी संव्यवहार में किए गए या उन्हीं तथ्यों से उत्पन्न किसी अन्य अपराध का अन्वेषण करने के लिए दिल्ली विशेष पुलिस स्थापना के सदस्यों की शक्तियों और क्षेत्राधिकार का विस्तार समस्त केरल राज्य में करती है।

तालिका

क्र.सं.	निर्धारिति का नाम	पैन नंबर	1) नियोक्ता का नाम, 2) कार्यालय का पता- आईटीआर/पैन डाटा के अनुसार 3) घर का पता- आईटीआर/पैन डाटा के अनुसार
नौसेना अधिकारी			
1	प्रसाद सोनुने	सीइएसपीएस2909जे	1) नौसेना वेतन कार्यालय, मुंबई 2) भारतीय नौसेना अकादमी, एंजिमाला, कन्नूर 3) राजगुरे लेआउट ग्रेन माक्रेट के पीछे सागवान एरिया, बुलदाणा, महाराष्ट्र, भारत-443001
2	शेलेन्द्र सिंह कुश्वाह	बीएनटीपीके9111पी	1) नौसेना वेतन कार्यालय, मुंबई 2) आईएनएस एनआईआरबीआईके, नौसेना गोदी, ग्रेटर मुंबई ¹ 3) 18, वन्दना, आरसी चर्च के आगे, नेवी नगर, कोलाबा, मुंबई, महाराष्ट्र, भारत
3	आशुतोष सिंह	जीक्यूएफपीएस0527डी	1) नौसेना वेतन कार्यालय, मुंबई 3) ई-6, डीपीबीएस(पीजी) कॉलेज, अनूपशाहर, बुलंदशहर, उत्तर प्रदेश, भारत 203390
4	मदथिल बलप्पिल राहुल रमन	एक्यूएसपीआर6823क्यू	1) नौसेना वेतन कार्यालय, मुंबई 2) भारतीय नौसेना अकादमी, एंजिमाला, कन्नूर 3) हाउस नं. 286 वार्ड वी हरौल पो. मोगराल पुथुर कसरगोड, केरल, भारत 671124
5	अप्पचंथ कृष्णन जयदेवन	एएफओपीजे6928बी	1) नौसेना वेतन कार्यालय, मुंबई 2) जहाज संजीवनी, आपूर्ति कार्यालय प्रभारी, नौसेना वेतन कार्यालय, मुंबई 3) एमसीपीओ II, बौटस्वैन स्टोर (विभाग) आईएनएस शिक्का, मुंबई महाराष्ट्र, भारत – 400005
6	धर्मेन्द्र कुमार	एओवीपीके7786ई	1) नौसेना वेतन कार्यालय, मुंबई
7	रजनकोयोथ वीटिल सिद्धार्थ	सीईएसपीएस2620एल	1) नौसेना वेतन कार्यालय, मुंबई 2) भारतीय नौसेना अकादमी, एंजिमाला, कन्नूर 3) हाउस नं. 150/ए, नोफ्रा-1, डबोलिम, गोवा, भारत – 403801
8	पवन सिंह राठौर	बीएचडब्ल्यूपीआर 4770ए	1) नौसेना वेतन कार्यालय, मुंबई 2) भारतीय नौसेना अकादमी, एंग्रेसव्हार्डन, एंजिमाला, कन्नूर 3) VIII-हिम्मतपुर मल्ला पो., हरिपुर नायक, हल्दवानी जिला, नैनीताल, उत्तराखण्ड, भारत
9	ओम निगम	एजेडआरपीएन4261ई	1) नौसेना वेतन कार्यालय, मुंबई
10	पंकज मिश्रा	बीकेएपीएम1467जे	1) नौसेना वेतन कार्यालय, मुंबई

11	सुभम	ईडीडब्ल्यूपीएस 6373एच	1) नौसेना वेतन कार्यालय, मुंबई 2) भारतीय नौसेना अकादमी, एंग्रेसक्वार्डन, एंजिमाला, कन्नूर 3) ए-28, लक्ष्मी विहार, द्वारका मेट्रो स्टेशन के पास उत्तमनगर, दिल्ली, भारत
12	अक्षय किशोर साली	सीईएसपीएस 3257पी	1) नौसेना वेतन कार्यालय, मुंबई 2) भारतीय नौसेना अकादमी, एंजिमाला, कन्नूर 3) कोलाबा, मुंबई रामनाथली, कोलाबा, मुंबई, महाराष्ट्रा, भारत – 400001
13	निशांत सिंह पोस्वाल	बीएआईपीपी 3199एन	1) नौसेना वेतन कार्यालय, मुंबई 2) भारतीय नौसेना अकादमी, एंजिमाला, कन्नूर 3) पी-231 पीके मार्ग, जामनगर, गुजरात, भारत – 361150
14	सुमित सिंह	सीईएसपीएस 2935सी	1) नौसेना वेतन कार्यालय, मुंबई 2) भारतीय नौसेना अकादमी, एंजिमाला, कन्नूर 3) चेनामा- 904, नौसेना का अड्डालिटिल बिनागा, कवर्ड, कर्नाटका, भारत 581308
15	विपिन त्रिपाठी	एआईएनपीटी 0975सी	1) नौसेना वेतन कार्यालय, मुंबई 2) भारतीय नौसेना अकादमी, एंजिमाला, कन्नूर 3) 893/ए, नया अशोका गार्डेन, भोपाल, मध्य प्रदेश, भारत
16	रोशन कुमार सिंह	सीईएसपीएस 3247एफ	1) नौसेना वेतन कार्यालय, मुंबई 2) भारतीय नौसेना अकादमी, एंजिमाला, कन्नूर 3) फ्लेट नं. 701, सेक्टर 32ए, रोयल विजन एपार्टमेंट्स, रावेट, पुणे, महाराष्ट्रा, भारत – 412101
17	भास्कर	बीजेडएसपीबी 2149एफ	1) नौसेना वेतन कार्यालय, मुंबई 2) ईगल स्क्वाड्रन, भारतीय नौसेना अकादमी, कन्नूर 3) आईएनएस विद्युत, नौसेना डोक्यार्ड, मुंबई, लायन गेट, मुंबई
18	राजकुमार शर्मा	सीईएसपीएस 2630जे	1) नौसेना वेतन कार्यालय, मुंबई 2) भारतीय नौसेना अकादमी, एंजिमाला, कन्नूर 3) विल गंगु चाक, हिरा नगर, कठुआ, जम्मु एंड कश्मीर, भारत 184148
पुलिस विभाग के कर्मचारी			
19	चंद्रन गणपतियादान	बीसीयूपीजी 5851जे	1) जिला पुलिस कार्यालय, कन्नूर, केरल 2) एआर केम्प, सिविल स्टेशन, कन्नूर 3) कारापेरावूर, थालास्सेरी, कन्नूर
20	कराडका विनोद कुमार	एएफडब्ल्यूपीबी 7711ई	1) जिला पुलिस कार्यालय, कन्नूर, केरल 2) पेरावूर पुलिस स्टेशन, पेरावूर, थालास्सेरी, कन्नूर 3) बेर्लम, कराडका, कासरगोड, केरल, भारत 671123

निजी क्षेत्र के कर्मचारी			
21	वेल्लुवा रायरोथ संदीप	बीजीबीपीएस 6884ए	हेवलेट पेकार्ड एंटरप्राइज ग्लोबल सॉफ्ट प्राइवेट लिमिटेड। मणिकन परमबंध, अंजारकांडय पी.ओ., कीझल्लूर, कन्नूर-670612
22	निशांथ पुन्नथेनवायनन	एएनआरपीपी 3632आर	1) बजाज आलियांज लाइफ इंश्योरेंस कंपनी लिमिटेड 3) गुरुकुलम, थालास्सेरी, कन्नूर
23	कोझुकुन्नोन गिरिश	एडीजेपीजी 5641डी	1) बजाज आलियांज लाइफ इंश्योरेंस कंपनी लिमिटेड 3) राजना निवास परियारम, कोलारी, पी.ओ. थालास्सेरी तालुक कन्नूर 16
24	दिनु मुजपरावण	एआईसीपीडी 1736जी	1) बजाज आलियांज लाइफ इंश्योरेंस कंपनी लिमिटेड 2) बजाज आलियांज लाइफ इंश्योरेंस कंपनी लिमिटेड, कन्नूर शाखा 3) पदिनजारे मुलिकोट हाउस
25	गिरीश कुमार बालाकृष्णन	एजेपीपीबी 6203जे	1) एसबीआई लाइफ इंश्योरेंस कंपनी लिमिटेड 2) एसबीआई लाइफ इंश्योरेंस कंपनी लिमिटेड, कासरगोड 3) श्रेयास, कक्कड़ पीओ, कन्नूर
26	शाजुकप्पादान	बीओएचपीके 4721ई	1) ईडंसइण्ड बैंक लि.
27	थाज्हे कंडी निजिल	एएमकेपीएन 0959आर	ईडंसइण्ड बैंक लि. कप्पडन हाउस, वडेस्वरम मंदिर के पास, पी.ओ. अरोली, कन्नूर, केरल, भारत 670566
28	सुदंर न्हालीले श्याम	बीवाईबीपीएस 5277एफ	1) ईडंसइण्ड बैंक लि.
29	बिनान्द्रधा बालाकृष्णन	एआईवाईपीबी 4626पी	1) बजाज आलियांज लाइफ इंश्योरेंस कंपनी लिमिटेड 2) बजाज आलियांज लाइफ इंश्योरेंस कंपनी लिमिटेड, कालीकट 3) सांथी, नट स्ट्रीट, वाटकारा, कालीकट
30	एल्धो थॉमस	एईडीपीटी1947सी	1) बजाज आलियांज लाइफ इंश्योरेंस कंपनी लिमिटेड 2) बजाज आलियांज लाइफ इंश्योरेंस कंपनी लिमिटेड, कन्नूर शाखा
31	संजीव अरायकांडी छंठम्बली	एएचसीपीए 5260बी	1) बजाज आलियांज लाइफ इंश्योरेंस कंपनी लिमिटेड 2) बजाज आलियांज लाइफ इंश्योरेंस कंपनी लिमिटेड, टालिपाराम्बाशाखा, कन्नूर 3) गोविन्दपुरम टेम्पल गेट, तेल्लीचेरी, कन्नूर 670102

[फा. सं. 228/136/2022-एवीडी-II]

संजय कुमार चौरसिया, अवर सचिव

New Delhi, the 4th January, 2023

S.O. 550.—In exercise of the powers conferred by sub-section (1) of section 5 read with section 6 of the Delhi Special Police Establishment Act, 1946 (25 of 1946), the Central Government with the consent of the State Government of Kerala, issued vide Notification G.O. (Ms.) No. 64/2022/Home dated 25.03.2022, Home(M) Department, Thiruvananthapuram [Published as S.R.O. No. 327/2022], hereby extends the powers and jurisdiction of the members of the Delhi Special Police Establishment to the whole State of Kerala for investigation into the offence(s) pertaining to the wrongful loss of approx. Rs. 44,07,623/- caused to the Income Tax Department by way of fraudulent/dishonest refunds received by the assessees mentioned in the following table, punishable under the provisions of the Indian Penal Code, 1860 (45 of 1860) and the Income Tax Act, 1961 (43 of 1961) and any attempt, abetment and/or conspiracy, in relation to or in connection with such offence(s) and/or for any other offence committed in the course of the same transaction or arising out of the same facts.

TABLE

Sl. No.	Name of the assessee	PAN Number	1) Name of the Employer, 2) Office Address - As per ITR/PAN data 3) Home Address – As per ITR/PAN data
NAVAL OFFICERS			
1	Prasad Sonune	CESPS2909J	1) Naval Pay Office, Mumbai 2) Indian Naval Academy, Ezhimala, Kannur 3) Rajgure Layout, Behind Grain Market, Sagwan Area, Buldana, Maharashtra, India - 443001
2	Shailendra Singh Kushwah	BNTPK9111P	1) Naval Pay Office, Mumbai 2) INS NIRBIK, Naval Dockyard, Greater Mumbai 3) 18, Vandana, Ahead of RC Church, Navy Nagar, Colaba, Mumbai, Maharashtra, India
3	Ashutosh Singh	GQFPS0527D	1) Naval Pay Office, Mumbai 3) E-6, DPBS(PG) College, Anoopshahr, Bulandshahr, Uttar Pradesh, India 203390
4	Madathil Valappil Rahul Raman	AQSPR6823Q	1) Naval Pay Office, Mumbai 2) Indian Naval Academy, Ezhimala, Kannur 3) House No.286 Ward V Harual P/O Mogral Puthur Kasargod, Kerala, Kerala, India 671124
5	Appachath Krishnan Jaydevan	AFOPJ6928B	1) Naval Pay Office, Mumbai 2) Ship Sanjivani, Supply Office in charge, Naval Pay Office, Mumbai 3) MCPO II, Boatswain Store (Dept.), INS Shikra, Mumbai, Maharashtra, India – 400005
6	Dharmendra Kumar	AOVPK7786E	1) Naval Pay Office, Mumbai
7	Rajan Koyoth Veetil Sidharth	CESPS2620L	1) Naval Pay Office, Mumbai 2) Indian Naval Academy, Ezhimala, Kannur 3) House No.150/A, Nofra-1, Dabolim, Goa, India - 403801
8	Pawan Singh Rathour	BHWPR4770A	1) Naval Pay Office, Mumbai 2) Indian Naval Academy, Angresquardon, Ezhimala, Kannur 3) VIII – HimmatpurMalla P.O., Haripur Nayak, Haldwani Dist., Nainital, Uttarakhand, India

9	Om Nigam	AZRPN4261E	1) Naval Pay Office, Mumbai
10	Pankaj Mishra	BKAPM1467J	1) Naval Pay Office, Mumbai
11	Subham	EDWPS6373H	1) Naval Pay Office, Mumbai 2) Indian Naval Academy, Angresquardon, Ezhimala, Kannur 3) A-28, Laxmi Vihar, Near Dwarka More Metro Stn. Uttamnagar, Delhi, India
12	Akshay Kishor Sali	CESPS3257P	1) Naval Pay Office, Mumbai 2) Indian Naval Academy, Ezhimala, Kannur 3) Colaba, Mumbai Ramanathali, Colaba, Mumbai, Maharashtra, India 400001
13	Nishant Singh Poswal	BAIPP3199N	1) Naval Pay Office, Mumbai 2) Indian Naval Academy, Ezhimala, Kannur 3) P-231 PK Marg, Jamnagar, Gujarat, India - 361150
14	Sumit Singh	CESPS2935C	1) Naval Pay Office, Mumbai 2) Indian Naval Academy, Ezhimala, Kannur 3) Chenama – 904, Naval Base, Little Binaga, Karwar, Karnataka, India 581308
15	Vipin Tripathi	AINPT0975C	1) Naval Pay Office, Mumbai 2) Indian Naval Academy, Ezhimala, Kannur 3) 893/A, New Ashoka Garden, Bhopal, Madhya Pradesh, India
16	Roshan Kumar Singh	CESPS3247F	1) Naval Pay Office, Mumbai 2) Indian Naval Academy, Ezhimala, Kannur 3) Flat No.701, Sector 32A, Royal Vision Apartments, Ravet, Pune, Maharashtra, India 412101
17	Bhaskar	BZSPB2149F	1) Naval Pay Office, Mumbai 2) Eagle Squadron, Indian Naval Academy, Kannur 3) INS Vidyut, Naval Dockyard, Mumbai, Lion Gate, Mumbai
18	Rajkumar Sharma	CESPS2630J	1) Naval Pay Office, Mumbai 2) Indian Naval Academy, Ezhimala, Kannur 3) VillGanguChak, Hira Nagar, Kathua, Jammu & Kashmir, India 184148

POLICE DEPARTMENT OFFICIALS

19	Chandran Ganapathyadan	BCUPG5851J	1) District Police Office, Kannur, Kerala 2) AR Camp, Civil Station, Kannur 3) Karaperavoor, Thalassery, Kannur
20	Karadka Vinod Kumar	AFWPV7711E	1) District Police Office, Kannur, Kerala 2) Peravoor Police Station, Peravoor, Thalassery, Kannur 3) Berlam, Karadka, Kasaragod, Kerala, India 671123

PRIVATE SECTOR EMPLOYEES

21	Velluva Rayaroth Sandeep	BGBPS6884A	Hewlett Packard Enterprise Global Soft Private Limited.
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			Manikan Parambath, Anjarakandy P.O, Keezhallur, Kannur-670612
22	Nishanth Punnathenvayanan	ANRPP3632R	1) Bajaj Allianz Life Insurance Company Limited 3) Gurukulam, Thalassery, Kannur
23	Kozhukkunnon Girish	ADJPG5641D	1) Bajaj Allianz Life Insurance Company Limited 3) Rajna Nivas Pariyaram, Kolari, P.O. Thalassery Taluk Kannur 16
24	Dinu Muzhapravan	AICPD1736G	1) Bajaj Allianz Life Insurance Company Limited 2) Bajaj Allianz Life Insurance Company Limited, Kannur Branch 3) Padinjare Mullikot House
25	Gireesh Kumar Balakrishnan	AJPPB6203J	1) SBI Life Insurance Company Limited 2) SBI Life Insurance Company Limited, Kasaragod 3) Sreyas, Kakkad .PO, Kannur
26	Shajukappadan	BOHPK4721E	1) Indusind Bank Ltd.
27	Thazhe Kandi Nijil	AMKPN0959R	Indusind Bank Ltd. Kappadan House, Near Vadeswaram Temple P.O Aroli, Kannur, Kerala India 670566
28	Sunder Nhalile Shyam	BYVPS5277F	1) Indusind Bank Ltd.
29	Binandradha Balakrishnan	AIYPB4626P	1) Bajaj Allianz Life Insurance Company Limited 2) Bajaj Allianz Life Insurance Company Limited, Calicut 3) Santhi, Nut Street, Vatakara Calicut
30	Eldho Thomas	AEDPT1947C	1) Bajaj Allianz Life Insurance Company Limited 2) Bajaj Allianz Life Insurance Company Limited, Kannur Branch
31	Sanjeev Arayakandy Chathambali	AHCPA5260B	1) Bajaj Allianz Life Insurance Company Limited 2) Bajaj Allianz Life Insurance Company Limited, Taliparamba Branch, Kannur 3) Govindapuram Temple Gate, Tellicherry, Kannur 670102

[F. No. 228/136/2022-AVD-II]

SANJAY KUMAR CHAURASIA, Under Secy.

नई दिल्ली, 4 जनवरी, 2023

का.आ. 551.—केन्द्र सरकार, एतद्वारा दिल्ली विशेष पुलिस स्थापना अधिनियम, 1946 (1946 का 25) की धारा 5 की उप-धारा (1) सपठित धारा 6 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए ज्ञारखंड राज्य सरकार, गृह, कारागार एवं आपदा प्रबंधन विभाग, रांची की अधिसूचना सं.-10/सी.बी.आई.-403/2022-3215/रांची, दिनांक 08.08.2022, के माध्यम से जारी सम्मति से श्री कुमार अनिमेश, मुख्य सरकारी भविष्य निधि संगठन, मुख्यालय, धनबाद द्वारा झूठे/ज़ाली दस्तावेज़ों को जमा करके कोयला खदान भविष्य निधि क्षेत्रीय कार्यालय, क्षेत्र-II, रांची से वास्तविक दावेदारों के अतिरिक्त अन्य व्यक्तियों द्वारा केन्द्रीय कोयला क्षेत्र लिमिटेड के 23 पूर्व-कर्मचारियों की भविष्य

निधि की फर्जी निकासी के संबंध में दिनांक 08.06.2021 को दर्ज कराई गई शिकायत से उत्पन्न अपराध(धों), जो भारतीय दंड संहिता (1860 का 45) की धारा 120वीं सप्तित धारा 420, 409, 468 तथा 471 तथा भ्रष्टाचार निवारण अधिनियम, 1988 (1988 का 49) (2018 के अधिनियम 16 द्वारा यथा संशोधित) की धारा 7 के तहत दण्डनीय हैं, का अन्वेषण करने के लिए तथा ऐसे अपराध(धों) से जुड़े या उससे संबद्ध किसी दुष्प्रयास, दुष्प्रेरणा और/अथवा षड्यंत्र एवं/अथवा उसी संव्यवहार में किए गए या उन्हीं तथ्यों से उत्पन्न किसी अन्य अपराध का अन्वेषण करने के लिए दिल्ली विशेष पुलिस स्थापना के सदस्यों की शक्तियों और क्षेत्राधिकार का विस्तार समस्त द्वारखंड राज्य में करती है।

[फा. सं. 228/139/2022-एवीडी-II]

संजय कुमार चौरसिया, अवर सचिव

New Delhi, the 4th January, 2023

S.O. 551.—In exercise of the powers conferred by sub-section (1) of section 5 read with section 6 of the Delhi Special Police Establishment Act, 1946 (25 of 1946), the Central Government with the consent of the State Government of Jharkhand, issued vide Notification No.-10/C.B.I.-403/2022-3215/Ranchi dated 08.08.2022, Home, Prison and Disaster Management Department, Ranchi, hereby extends the powers and jurisdiction of the members of the Delhi Special Police Establishment to the whole State of Jharkhand for investigation into the offence(s) arising out of the complaint dated 08.06.2021 lodged by Shri Kumar Animesh, Chief Vigilance Officer, Coal Mines Provident Fund Organisation, Headquarters Office, Dhanbad, pertaining to fraudulent withdrawal of Provident Fund of 23 Ex-Employees of Central Coal Field Limited by the persons other than the genuine claimants from Coal Mines Provident Fund Regional Office, Region-II, Ranchi by submitting false/forged documents, punishable under section 120B r/w sections 420, 409, 468 and 471 of the Indian Penal Code (45 of 1860) and section 7 of the Prevention of Corruption Act, 1988 (49 of 1988) (as amended by Act 16 of 2018) and any attempt, abetment and/or conspiracy, in relation to or in connection with such offence(s) and/or for any other offence committed in the course of the same transaction or arising out of the same facts.

[F. No. 228/139/2022-AVD-II]

SANJAY KUMAR CHAURASIA, Under Secy.

नई दिल्ली, 5 जनवरी, 2023

का.आ. 552.—केन्द्र सरकार, एतद द्वारा दिल्ली विशेष पुलिस स्थापना अधिनियम, 1946 (1946 का 25) की धारा 5 की उप-धारा (1) सप्तित धारा 6 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए पंजाब राज्य सरकार, गृह 4 शाखा, गृह मामलों और न्याय विभाग के ज्ञापन सं.08/08/2022-एच4(3एच4)/2695, दिनांक 26.04.2022, के माध्यम से जारी सम्मति से पंजाब नेशनल बैंक को लगभग 11.31 करोड़ रुपए की सदोषपूर्ण हानि कारित करने के लिए श्री मुकेश कुमार कटारिया, मुख्य प्रबंधक, पंजाब नेशनल बैंक, अंतरराष्ट्रीय बैंकिंग शाखा, इंडस्ट्रियल एरिया-ए, मिलरगंज, लुधियाना द्वारा दिनांक 13.01.2022 को (1) मेसर्स कृष्ण गंगा पावर कॉर्पोरेशन लि.बी-23, फेज-II, फोकल पॉइंट लुधियाना (2) श्री रजित मेहरा (3) राजेश मेहरा (4) श्री राहत मेहरा (5) श्रीमती गीतिका मेहरा (6) श्री अजय नागरथ (7) श्री रोहित नागरथ (8) श्रीमती प्रीति मेहरा, लुधियाना के सभी निवासी (9) श्री रणदीप सिंह, निवासी अमृतसर (10) मेसर्स रजित मिल्क प्रा.लि., 102, विकास नगर, लुधियाना (11) मेसर्स रजित पेंट्स प्रा.लि. (12) अज्ञात लोक सेवकों और अन्य के विरुद्ध दर्ज कराई गई शिकायत से उत्पन्न भ्रष्टाचार निवारण अधिनियम, 1988 (1988 का 49) तथा भारतीय दंड संहिता, 1860 (1860 का 45) के तहत दण्डनीय अपराध(धों) का अन्वेषण करने के लिए तथा ऐसे अपराध(धों) से जुड़े या उससे संबद्ध किसी दुष्प्रयास, दुष्प्रेरणा और/अथवा षड्यंत्र एवं/अथवा उसी संव्यवहार में किए गए या उन्हीं तथ्यों से उत्पन्न किसी अन्य अपराध का अन्वेषण करने के लिए दिल्ली विशेष पुलिस स्थापना के सदस्यों की शक्तियों और क्षेत्राधिकार का विस्तार समस्त पंजाब राज्य में करती है।

[फा. सं. 228/142/2022-एवीडी-II]

संजय कुमार चौरसिया, अवर सचिव

New Delhi, the 5th January, 2023

S.O. 552.—In exercise of the powers conferred by sub-section (1) of section 5 read with section 6 of the Delhi Special Police Establishment Act, 1946 (25 of 1946), the Central Government with the consent of the State Government of Punjab, issued vide Memo No.08/08/2022-1H4(3H4)/2695 dated 26.04.2022, Home 4 Branch, Department of Home Affairs and Justice hereby extends the powers and jurisdiction of the members of the Delhi Special Police Establishment to the whole State of Punjab for investigation into the offence(s) arising out of the complaint dated 13.01.2022 lodged by Shri Mukesh Kumar Kataria, Chief Manager, Punjab National Bank, International Banking Branch, Industrial Area-A, Millerganj, Ludhiana against (1) M/s Rishi Ganga Power Corporation Ltd., B-23, Phase-II, Focal Point Ludhiana, (2) Shri Rajit Mehra, (3) Rajesh Mehra, (4) Shri Rahat Mehra, (5) Smt. Geetika Mehra, (6) Shri Ajay Nagrath, (7) Shri Rohit Nagrath, (8) Smt. Preeti Mehra, all resident of Ludhiana, (9) Shri Randeep Singh, r/o Amritsar, (10) M/s Rajit Milk Pvt. Ltd., 102, Vikas Nagar, Ludhiana, (11) M/s Rajit Paints Pvt. Ltd., (12) unknown public servants and others for causing wrongful loss of approx. Rs. 11.31 crores to the Punjab National Bank punishable under the Prevention of Corruption Act, 1988 (49 of 1988) and the Indian Penal Code, 1860 (45 of 1860), any attempt, abetment and/or conspiracy, in relation to or in connection with such offence(s) and/or for any other offence committed in the course of the same transaction or arising out of the same facts.

[F. No. 228/142/2022-AVD-II]

SANJAY KUMAR CHAURASIA, Under Secy.

नई दिल्ली, 18 जनवरी, 2023

का.आ. 553.—केन्द्र सरकार, एतद द्वारा दिल्ली विशेष पुलिस स्थापना अधिनियम, 1946 (1946 का 25) की धारा 5 की उप-धारा (1) सपष्टित धारा 6 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए राजस्थान राज्य सरकार, गृह (जीआर-व) विभाग, जयपुर की अधिसूचना सं.एफ.19(74)होम-5/2022, दिनांक 25.07.2022, के माध्यम से जारी सम्मति से श्री गिरिराज वर्मा, क्षेत्रीय श्रम आयुक्त (केन्द्र), केन्द्रीय सदन, ब्लॉक 1, तीसरी मंजिल, ए-सी/3-7, सेक्टर 10, विद्याधर नगर, जयपुर के विरुद्ध अनुचित लाभ प्राप्त करने के संबंध में के.अ.व्यूरो, भ्र.नि.शाखा, जयपुर में दर्ज कराई गई शिकायत सं. सीए0302022ए0077 से उत्पन्न, भ्रष्टाचार निवारण अधिनियम, 1988 (1988 का 49)(2018 के अधिनियम 16 द्वारा यथा संशोधित) की धारा 7 के तहत दण्डनीय अपराध(धों) का अन्वेषण करने के लिए तथा ऐसे अपराध(धों) से जुड़े या उससे संबद्ध किसी दुष्प्रयास, दुष्प्रेरणा और/अथवा षड्यंत्र एवं/अथवा उसी संव्यवहार में किए गए या उन्हीं तथ्यों से उत्पन्न किसी अन्य अपराध का अन्वेषण करने के लिए दिल्ली विशेष पुलिस स्थापना के सदस्यों की शक्तियों और क्षेत्राधिकार का विस्तार समस्त राजस्थान राज्य में करती है।

[फा. सं. 228/138/2022-एवीडी-II]

संजय कुमार चौरसिया, अवर सचिव

New Delhi, the 18th January, 2023

S.O. 553.—In exercise of the powers conferred by sub-section (1) of section 5 read with section 6 of the Delhi Special Police Establishment Act, 1946 (25 of 1946), the Central Government with the consent of the State Government of Rajasthan, issued vide Notification No. F.19(74)Home-5/2022 dated 25.07.2022, Home (Gr.-V) Department, Jaipur, hereby extends the powers and jurisdiction of the members of the Delhi Special Police Establishment to the whole State of Rajasthan for investigation into the offence(s) punishable under section 7 of the Prevention of Corruption Act, 1988 (49 of 1988) (as amended by Act 16 of 2018), arising out of the complaint No. CA0302022A0077 registered at CBI, ACB, Jaipur against Shri Giriraj Verma, Regional Labour Commissioner (Central), Kendriya Sadan, Block I, 3rd Floor, A-C/3-7, Sector 10, Vidhyadhar Nagar, Jaipur for undue advantage and any attempt, abetment and/or conspiracy, in relation to or in connection with such offence(s) and/or for any other offence committed in the course of the same transaction or arising out of the same facts.

[F. No. 228/138/2022-AVD-II]

SANJAY KUMAR CHAURASIA, Under Secy.

नई दिल्ली, 7 फरवरी, 2023

का.आ. 554.—केन्द्र सरकार, एतद्वारा दिल्ली विशेष पुलिस स्थापना अधिनियम, 1946 (1946 का 25) की धारा 5 की उपधारा (1) सपष्टित धारा 6 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए महाराष्ट्र राज्य सरकार, गृह विभाग, मुंबई के आदेश सं. सीबीआई 1622/सी.आर. 749/ पीओएल-2, दिनांक 27.09.2022, के माध्यम से जारी सहमति से श्री वी.यू. वाघमरे, प्रभारी - सिविल, निलजय उप क्षेत्र, वेस्टर्न कोलफील्ड्स लिमिटेड, वानी क्षेत्र, यवतमल के विरुद्ध, श्री अनिल कुमार सिंह, निवासी चाँदनी नगर, वार्ड सं. 06, घुगुस, जिला - चंद्रपुर द्वारा दिनांक 23.09.2022 को भ्रष्टाचार निवारण अधिनियम, 1988 (1988 का 49) (2018 के अधिनियम 16 द्वारा यथा संशोधित) की धारा 7 के तहत दर्ज कराई गई शिकायत, जिसके आधार पर दिनांक 06.10.2022 को एक सीबीआई मामला आरसी0282022ए0009 दर्ज किया गया है, से उत्पन्न अपराध(धों) का अन्वेषण तथा ऐसे अपराध(धों) से जुड़े या उससे संबद्ध किसी दुष्प्रयास, दुष्प्रेरणा और/अथवा पञ्चांत्र एवं/अथवा उसी संव्यवहार में किए गए या उन्हीं तथ्यों से उत्पन्न किसी अन्य अपराध का अन्वेषण करने के लिए दिल्ली विशेष पुलिस स्थापना के सदस्यों की शक्तियों और क्षेत्राधिकार का विस्तार (कार्योत्तर प्रभाव से दिनांक 06.10.2022 से) समस्त महाराष्ट्र राज्य में करती है।

[फा. सं. 228/143/2022-एवीडी-II]

संजय कुमार चौरसिया, अवर सचिव

New Delhi, the 7th February, 2023

S.O. 554.—In exercise of the powers conferred by sub-section (1) of section 5 read with section 6 of the Delhi Special Police Establishment Act, 1946 (25 of 1946), the Central Government with the consent of the State Government of Maharashtra, issued vide Order No.CBI 1622/C.R. 749/Pol-2 dated 27.09.2022, Home Department, Mumbai, hereby extends the powers and jurisdiction of the members of the Delhi Special Police Establishment (ex post facto w.e.f. 06.10.2022) to the whole State of Maharashtra for investigation into the offence(s) arising out of the complaint dated 23.09.2022 lodged by Shri Anil Kumar Singh, R/o Chandni Nagar, Ward No. 06, Ghugus, District - Chandrapur against Shri B.U. Waghmare, Incharge – Civil, Niljay Sub Area, Western Coalfields Limited, Wani Area, Yavatmal punishable under section 7 of the Prevention of Corruption Act, 1988 (49 of 1988) (as amended by Act 16 of 2018), based on which a CBI Case RC0282022A0009 has been registered on 06.10.2022 and any attempt, abetment and/or conspiracy, in relation to or in connection with such offence(s) and/or for any other offence committed in the course of the same transaction or arising out of the same facts.

[F. No. 228/143/2022-AVD-II]

SANJAY KUMAR CHAURASIA, Under Secy.

नई दिल्ली, 7 फरवरी, 2023

का.आ. 555.—केन्द्र सरकार, एतद्वारा दिल्ली विशेष पुलिस स्थापना अधिनियम, 1946 (1946 की 25) की धारा 5 की उपधारा (1) सपष्टित धारा 6 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए महाराष्ट्र राज्य सरकार, गृह विभाग, मुंबई के आदेश सं. सीबीआई-1622/सी.आर.788/पीओएल-2 दिनांक 12.10.2022 के माध्यम से जारी सहमति से, श्री दिनेश कुमार करडे, प्रबंधक (पिट प्रभारी), दुर्गापुर रैयतवाड़ी कोलियरी सं. 3, वेस्टर्न कोलफील्ड्स लिमिटेड, चंद्रपुर क्षेत्र, चंद्रपुर के विरुद्ध श्री अंकुश शांताराम पोतनवर, पुत्र श्री शांताराम पोतनवर, सामान्य मजदूर, दुर्गापुर रैयतवाड़ी कोलियरी सं. 3, वेस्टर्न कोलफील्ड्स लिमिटेड, चंद्रपुर क्षेत्र द्वारा दिनांक 10.10.2022 को भ्रष्टाचार निवारण अधिनियम, 1988 (1988 की 49) (2018 के अधिनियम 16 द्वारा यथासंशोधित) की धारा 7 के तहत दर्ज की गई शिकायत, जिसके आधार पर 13.10.2022 को एक सीबीआई मामला RC0282022A0010 दर्ज किया गया है, से उत्पन्न अपराध(धों) का अन्वेषण तथा ऐसे अपराध(धों) से जुड़े या उससे संबद्ध किसी दुष्प्रयास, दुष्प्रेरणा और/अथवा पञ्चांत्र एवं/अथवा उसी संव्यवहार में किए गए या उन्हीं तथ्यों से उत्पन्न किसी अन्य अपराध का अन्वेषण करने के लिए दिल्ली विशेष पुलिस स्थापना के सदस्यों की शक्तियों और क्षेत्राधिकार का विस्तार (कार्योत्तर प्रभाव से दिनांक 13.10.2022 से) समस्त महाराष्ट्र राज्य में करती है।

[फा. सं. 228/141/2022-एवीडी-II]

संजय कुमार चौरसिया, अवर सचिव

New Delhi, the 7th February, 2023

S.O. 555.—In exercise of the powers conferred by sub-section (1) of section 5 read with section 6 of the Delhi Special Police Establishment Act, 1946 (25 of 1946), the Central Government with the consent of the State Government of Maharashtra, issued vide Order No.CBI 1622/C.R. 788/Pol-2 dated 12.10.2022, Home Department, Mumbai, hereby extends the powers and jurisdiction of the members of the Delhi Special Police Establishment (ex post facto w.e.f. 13.10.2022) to the whole State of Maharashtra for investigation into the offence(s) arising out of the complaint dated 10.10.2022 lodged by Shri Ankush Shantaram Potanwar, S/o Shri Shantaram Potanwar, General Mazdoor, Durgapur Rayatwari Colliery No.3, Western Coalfields Limited, Chandrapur Area against Shri Dinesh Kumar Karade, Manager (Pit Incharge), Durgapur Rayatwari Colliery No.3, Western Coalfields Limited, Chandrapur Area, Chandrapur punishable under section 7 of the Prevention of Corruption Act, 1988 (49 of 1988) (as amended by Act 16 of 2018), based on which a CBI Case RC0282022A0010 has been registered on 13.10.2022 and any attempt, abetment and/or conspiracy, in relation to or in connection with such offence(s) and/or for any other offence committed in the course of the same transaction or arising out of the same facts.

[F. No. 228/141/2022-AVD-II]

SANJAY KUMAR CHAURASIA, Under Secy.

नई दिल्ली, 10 मार्च, 2023

का.आ. 556.—केन्द्र सरकार, एतदद्वारा दिल्ली विशेष पुलिस स्थापना अधिनियम, 1946 (1946 का 25) की धारा 5 की उप-धारा (1) सपठित धारा 6 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए झारखंड राज्य सरकार, गृह, कारागार एवं आपदा प्रबंधन विभाग, रांची की अधिसूचना सं.-10/सी.बी.आई.-415/2021-2620/रांची, दिनांक 28.06.2022, के माध्यम से जारी सम्मति से, बीसीसीएल को लगभग 315.48 करोड़ रु. और ईसीएल को लगभग 8.86 करोड़ रु. की सदोष हानि पहुँचाने के संबंध में मेसर्स महालक्ष्मी इन्फ्राकॉन्ट्रैक्ट प्रा. लि. व 14 अन्य के विरुद्ध श्रीमती अलका शेखर, अवर सचिव, कोयला मंत्रालय, नई दिल्ली द्वारा भारतीय दण्ड संहिता (1860 का 45) की धारा 120वी सपठित धारा 420 तथा भ्रष्टाचार निवारण अधिनियम, 1988 (1988 का 49) (भ्रष्टाचार निवारण अधिनियम, 1988 में दिनांक 26.07.2018 को किए गए संशोधन-पूर्व जैसा कि विहित किया गया था) की धारा 13(2) सपठित धारा 13(1)(दी) के तहत किए गए दण्डनीय अपराध(धों) के विषय में दिनांक 26.09.2018 को दर्ज करायी गई शिकायत, जिसके आधार पर दिनांक 13.01.2021 को एक सीबीआई मामला आरसी 2192021 ई0001 /सीबीआई/ईओ-1/दिल्ली दर्ज किया गया, से उत्पन्न अपराध(धों) का अन्वेषण तथा ऐसे अपराध(धों) से जुड़े या उससे संबद्ध किसी दुष्प्रयास, दुष्प्रेरणा और/अथवा पञ्चांत्र एवं/अथवा उसी संव्यवहार में किए गए या उन्हीं तथ्यों से उत्पन्न किसी अन्य अपराध का अन्वेषण करने के लिए दिल्ली विशेष पुलिस स्थापना के सदस्यों की शक्तियों और क्षेत्राधिकार का विस्तार (कार्योत्तर प्रभाव से दिनांक 13.01.2021 से) समस्त झारखंड राज्य में करती है।

[फा. सं. 228/140/2022-एवीडी-II]

संजय कुमार चौरसिया, अवर सचिव

New Delhi, the 10th March, 2023

S.O. 556.—In exercise of the powers conferred by sub-section (1) of section 5 read with section 6 of the Delhi Special Police Establishment Act, 1946 (25 of 1946), the Central Government with the consent of the State Government of Jharkhand, issued vide Notification No.-10/C.B.I.-415/2021-2620/Ranchi dated 28.06.2022, Home, Prison and Disaster Management Department, Ranchi, hereby extends the powers and jurisdiction of the members of the Delhi Special Police Establishment (ex post facto w.e.f. 13.01.2021) to the whole State of Jharkhand for investigation into the offence(s) arising out of the complaint dated 26.09.2018 lodged by Smt. Alka Shekhar, Under Secretary, Ministry of Coal, New Delhi based on which a CBI case RC2192021E0001/CBI/EO-I/Delhi has been registered on 13.01.2021 against M/s Mahalaxmi Infracontract Pvt. Ltd. and 14 others for causing wrongful loss of approx. Rs. 315.48 crores to the BCCL and loss of approx. Rs. 8.86 crores to the ECL punishable under sections 120B r/w 420 of the Indian Penal Code (45 of 1860) and section 13(2) r/w section 13(1)(d) of the Prevention of Corruption Act, 1988 (49 of 1988) (as stood before the amendment made to the Prevention of Corruption Act, 1988 w.e.f. 26.07.2018) and any attempt, abetment and/or conspiracy, in relation to or in connection with such offence(s) and/or for any other offence committed in the course of the same transaction or arising out of the same facts.

[F. No. 228/140/2022-AVD-II]

SANJAY KUMAR CHAURASIA, Under Secy.

विद्युत मंत्रालय

नई दिल्ली, 13 अप्रैल, 2023

का.आ. 557.—केंद्रीय सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 के नियम 10 के उप नियम (4) के अनुसरण में विद्युत मंत्रालय के प्रशासनिक नियंत्रणाधीन पावर ग्रिड कॉर्पोरेशन ऑफ इंडिया लिमिटेड के निम्नलिखित कार्यालयों, जिनके 80 प्रतिशत कर्मचारीवृद्धि ने हिंदी का कार्यसाधक ज्ञान प्राप्त कर लिया है, को एतद्वारा अधिसूचित करती है:

- पावर ग्रिड कॉर्पोरेशन ऑफ इंडिया लिमिटेड,
765/400/220 केवी सबस्टेशन, ग्राम- जलालसर,
पोस्ट- जमसर, जिला- बीकानेर (राजस्थान)- 334601
- पावर ग्रिड कॉर्पोरेशन ऑफ इंडिया लिमिटेड,
ऊतरी क्षेत्र-1, 400/220 के.वी. उपकेंद्र, एन.एच.-12,
टॉक रोड, चाकसू, जयपुर,
राजस्थान- 303901
- पावर ग्रिड कॉर्पोरेशन ऑफ इंडिया लिमिटेड,
400/220 के.वी. उपकेंद्र, मोहनपुर गाडा,
10 किलोमीटर माईल स्टोन,
दिल्ली रोड सहारनपुर (उत्तर प्रदेश)- 247451

[फा. सं. 11011/02/9/2023-हिंदी]

जितेश जॉन, आर्थिक सलाहकार (प्रभारी रा.भा.)

MINISTRY OF POWER

New Delhi, the 13th April, 2023

S.O. 557.—In pursuance of Sub Rule (4) of Rule 10 of the Official Languages (Use for Official Purpose of the Union) Rules, 1976, the Central Government hereby notify the following offices of Power Grid Corporation of India Limited under the administrative control of Ministry of Power, where 80% of the staff have acquired working knowledge of Hindi:

- Power Grid Corporation of India Limited,
765/400/220 KV Substation, Village- Jalalsar,
Post- Jamsar, Dist.-Bikaner (Rajasthan)- 334601
- Power Grid Corporation of India Limited,
Northern Region-1, 400/220 KV Substation, NH-12,
Tonk Road, Chaksu, Jaipur,
Rajasthan – 303901
- Power Grid Corporation of India Limited,
400/220 KV Substation, Mohanpur Gada,
10KM Mile Stone, Delhi Road,
Saharanpur (U.P.)- 247451

[F. No. 11011/02/9/2023-Hindi]

JITHESH JOHN, Economic Advisor (In-Charge O.L.)

श्रम और रोजगार मंत्रालय
नई दिल्ली, 5 अप्रैल, 2023

का.आ. 558.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार कांडला पोर्ट ट्रस्ट प्रबंध तंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण अहमदाबाद के पंचाट संदर्भ संख्या (91/2013) को प्रकाशित करती है।

[सं. एल-37011/01/2013-आई आर (बी- II)]
सलोनी, उप निदेशक

MINISTRY OF LABOUR AND EMPLOYMENT

New Delhi, the 5th April, 2023

S.O. 558.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 91/2013) of the Cent.Govt.Indus.Tribunal-cum-Labour Court Ahmedabad as shown in the Annexure, in the industrial dispute between the management of Kandla Port Trust and their workmen.

[No. L-37011/01/2013- IR(B-II)]
SALONI, Dy. Director.

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL -CUM- LABOUR COURT,
AHMEDABAD**

Present: SUNIL KUMAR SINGH-I, Presiding Officer, CGIT cum Labour Court, Ahmedabad,

Dated 24th January, 2023.

Reference: (CGITA) No- 91/2013

1. The Chairman,
Kandla Port Trust,
Administrative office Building, P.B.No.50,
Gnadhidham (Kutch)-370201

.....First Party

V

The General Secretary,
Transport & Dock Workers Union,
21, Yogesh Building,
Plot No. 586, 12-C,
Gnadhidham(Kutch)-370201

....Second Party

Advocate For the First Party : Shri K. V. Gadhia & Shri M. K. Patel
Advocate For the Second Party : Shri N. H. Rathod

AWARD

The Government of India/Ministry of Labour, New Delhi by reference adjudication Order No. L-37011/01/2013-IR(B-II) dated 18.04.2013 referred the dispute for adjudication to the Central Government Industrial Tribunal cum Labour Court, Ahmedabad (Gujarat) in respect of the matter specified in the Schedule:

SCHEDULE

“Whether the action of the KPT Management in not regularization the services of Shri Kishan Ramji, D/R Plumber even though he has completed 240 days in many years since December, 1998 is justified? What relief the applicant is entitled to?”

1. The matter was taken up today. Second Party workman Shri Kishan Ramji is represented through Ld. Counsel Shri N. H. Rathod and First Party employer is represented through Ld. Counsel Shri M. K. Patel and Shri K. V. Gadhia. Both the parties have drawn the attention of the Tribunal towards SP's application (Ex. 10) dated 10.01.2023 along with union's letter dated 06.01.2023, wherein it is prayed that the workman does not want to pursue the matter further. Perusal of application Ex.10 dated 10.01.2023 and union's letter M-10/1 shows that the workman has made a prayer for the withdrawal of this case. Withdrawal is not opposed by First Party. The Second party is permitted to withdraw the reference as prayed for. Therefore, the reference is disposed of as withdrawn by the second party union/workmen.

2. Thus the reference is finally disposed of as withdrawn.

Let two copies of the Award be sent to the Appropriate Government for the needful and for publication U/s 17(1) of Industrial Disputes Act.

SUNIL KUMAR SINGH-I, Presiding Officer

नई दिल्ली, 5 अप्रैल, 2023

का.आ. 559.—ओद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार सेंट्रल बैंक आफ इंडिया प्रबंध तंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट ओद्योगिक विवाद में केन्द्रीय सरकार ओद्योगिक अधिकरण जबलपुर के पंचाट संदर्भ संख्या (98/2012) को प्रकाशित करती है ।

[सं. एल-12011/100/2011-आई आर (बी- II)]
सलोनी, उप निदेशक

New Delhi, the 5th April, 2023

S.O. 559.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 98/2012) of the Cent. Govt. Indus. Tribunal-cum-Labour Court Jabalpur as shown in the Annexure, in the industrial dispute between the management of Central Bank of India and their workmen.

[No. L-12011/100/2011-IR(B-II)]

SALONI, Dy. Director

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL -CUM -LABOUR COURT,
JABALPUR**

NO. CGIT/LC/R/98/2012

Present: P. K. SRIVASTAVA H.J.S..(Retd)

The Secretary,
Rashtriya Bank Karmachari Sangathan
F-1 Karm Bhoomi, Tripti Vihar,
Opp. Engineering College
Ujjain(M.P.)

Versus

... Workman

The Assistant General Manager,
Central Bank of India,
Zonal Office, 9, Arera Hills
Bhopal (M.P.)

...Management

AWARD

(Passed on 29-9-22.)

As per letter dated 12/9/2012 by the Government of India, Ministry of Labour, New Delhi, the reference is received. The reference is made to this Tribunal under Section -10 of I.D.Act, 1947 as per Notification No.L-12011/100/2011(IR(B-II)). The dispute under reference relates to:

“Whether the action of the management of Central Bank of India in Khanvilkar, Ex-Head Cashier vide order dated 21/1/2008 is legal and justified? what relief the concerned workman is entitled to? .”

1. After registering the case on the basis of reference, notices were sent to the parties. Both the parties have filed their respective statement of claim/defense.

2. The case of the workman as stated in his statement of claim is that he was first appointed in the Bank on 21-11-1983 as a peon. He was promoted in due course. While he was posed as a Head Cashier in the Akodia Mandi Branch of the Bank. He was issued a charge sheet with allegations of misconduct. He submitted his written reply on the charge sheet. The Controlling Authority decided to conduct an inquiry. The inquiry was conducted and the charges were held proved by the Inquiry Officer. He was issued a show cause notice on the basis of Inquiry Report and after considering his reply, the Disciplinary Authority passed the punishment order on 21-1-2008 dismissing him from his services. According to the workman, the inquiry conducted was not just and proper. The charges were not proved from the inquiry report and the punishment was disproportionate to the charge without considering the fact that his record before the punishment was unblemished.

3. The Management has controverted the allegation with the pleading that the inquiry was conducted in just and proper manner. The Inquiry Officer rightly held the charges proved and the punishment was not disproportionate to the charge. Accordingly the management prayed that the reference be answered against the workman, holding the action of the Management and punishment justified in law.

4. The following issues were framed by my learned Predecessor vide his order dated 18-3-2016:-

- 1) Whether the inquiry conducted against the workman is just, proper and legal?
- 2) Whether, the charges alleged against the workman are proved from evidence adduced in inquiry proceedings?
- 3) Whether the punishment of dismissal from service is legal and proper?
- 4) If not to what relief the workman is entitled to?

5. ISSUE NO.1:-

Issue No.1 was taken as preliminary issue. The workman examined himself on oath. He was cross-examined by management. He proved documents Exhibit W1 to W4. The management examined its witness and proved the documents Exhibit M1 and Exhibit M2 which are inquiry papers mainly.

6. Preliminary Issue No.1 was decided after evidence vide order dated 6-10-2021. The Departmental Inquiry was held legal and proper. This order is part of this Award.

7. Parties were given opportunity for their evidence on remaining issues. No evidence was given by any party on remaining issues on 6-9-2022. Arguments of learned counsel for workman Shri Arun Patel was heard. None appeared for the Management at the time of arguments. The management did not file any written argument also. The workman learned counsel has filed written arguments which has been taken on record. I have gone through the record and the written argument as well.

8. ISSUE NO.2:-

The charges against the workman are as follows:-

- (1) When he was posted in Branch Okadia Mandi on 14-3-2007, he received from Account holder Yusuf Khan Rs.61,000/- to deposit in his account no.5511 and issued receipt counter foil No.7459 under his signature with the seal of the Bank

but he did not deposit the amount nor did he made any entry regarding deposit of the amount in the Account of the Account Holder.

- (2) **While working in the said branch on 21-3-2007 the Account holder Yusuf Khan put up a withdrawal form for deposit of Rs.90,000/- from his account 5511 in the branch, the workman paid the amount without getting it duly passed by the Authorized Officer just in order to conceal his wrongful Act of not depositing Rs.61,000/- as mentioned in Charge No.1 in the account of the Account holder.**
- (3) **The workman paid on 21-3-2007 Rs.90,000/- to the Account Holder Yusuf Khan. He took that amount from the private person Shyam Sundar Agarwal in cash as loan and paid it to Yusuf Khan. This loan was not returned to Shyam Sundar Agarwal till 11-4-2007. He made a complaint in this respect to the Bank.**

9. Perusal of the inquiry papers shows that the prosecution produced the counter slip regarding the deposit and other documents, details mentioned in the report. They have also examined witness MW1 and MW2 who have supported the charges. From the perusal of these documents, in the light of statement of Management witness produced in the inquiry, I find no occasion to hold that the finding of the Inquiry Officer, holding the charges proved is against law or perverse. Hence taking into consideration the finding of the Inquiry Officer that the charges levelled against the workman are proved. **This Issue No.2 is decided accordingly.**

10. ISSUE NO. 3:-

Learned Counsel for the workman has laid his main emphasis on this Issue No.3. According to him the charges levelled are misconduct in para 5D and 5J of Bi Partite Settlement which is as follows:-

5(d):- Willful damage or attempt to cause damage to the property of the bank or any of its customers;

5(j) doing any act prejudicial to the interest of the bank or gross negligence or negligence involving or likely to involve the bank in serious loss.

But they are not covered in these provision but rather they are covered in para 7C, 7D and 7G which is as follows:-

7(c):- Neglect of work, negligence in performing duties;

7(d):-Breach of any rule of business of the bank or instruction for the running of any department.

7(g):-Attempt to collect or collecting moneys within the premises of the bank without the previous permission of the Management or except as allowed by any rule or law for the time being in force.

11. Para 7(c),(d),(g) are minor misconduct whereas the workman has been punished treating the charges as major misconduct. This is unjust on the part of the management. Further the Management did not consider the fact that the workman was on the verge of retirement. He had put in more than 25 years of service in the bank and his record was unblemished. In these circumstances, the management was under obligation to consider other punishments and also to consider as to why the other punishment provided would not have been suitable for the workman in the case in hand.

12. It is the duty of a Banker or any employee to maintain obsolete integrity while discharging his duties. Every employee is expected to follow this Rule. The charges proved against the workman show that by retaining the amount which was to be deposited with the Bank, he committed an act of moral turpitude also. After comparative study of para 7 & 5 and considering the nature of the charges, I am not convinced with the argument of learned counsel for the workman that the charges are only of minor misconduct. Accordingly, the charges are held to be major misconduct.

13. Following decision are referred to state the settled preposition of law in this respect:-

Hon'ble Apex Court in **B.C. Chayurvedi v. Union of India, (1995) 6 SCC 749** while discussing about the scope of judicial review, in disciplinary matters, has observed as under:

14. **“The High Court/Tribunal, while exercising the power of judicial review, cannot normally substitute its own conclusion on penalty and impose some other penalty. If the punishment imposed by the disciplinary authority or the appellate authority shocks the conscience of the High Court/Tribunal, it would appropriately mold the relief, either directing the disciplinary/appellate authority to reconsider the penalty imposed, or to shorten the litigation, it may itself, in exceptional and rare cases, imposed appropriate punishment with cogent reasons in support thereof.”**

In DG, RPF vs. Sai Babu (2003) 4 SCC 331, Hon'ble Apex Court has observed that:

Normally, the punishment imposed by a disciplinary authority should not be disturbed by the High Court or a tribunal except in appropriate cases that too only after reaching a conclusion that the punishment imposed is grossly or shockingly disproportionate, after examining all the relevant factors including the nature of charges proved against, the past conduct, penalty imposed earlier, the nature of duties assigned having due regard to their sensitiveness, exactness expected of an discipline required to be maintained, and the department /establishment which the delinquent person concerned works.”

In United Commercial Bank vs. P.C. Kakkar (2003) 4 SCC 364 Hon'ble Apex Court on review of a long line of cases and the principles of judicial review of administrative action under English law summarized the legal position in the following words:

The common thread running through in all these decisions is that the court should not interfere with the administrators' decision unless it was illogical or suffers from procedural impropriety or was shocking to the conscience of the court, in the sense that it was in defiance of logic or moral standards. In view of what has been stated in Wednesbury case the court would not go into the correctness of the choice made by the administrator open to him and the court should not substitute its decision to that of the administrator. The scope of judicial review is judicial review is limited to the deficiency in decision-making process and not the decision.

To put it differently, unless the punishment imposed by the disciplinary authority or the appellate authority shocks the conscience of the court/tribunal, there is no scope for interference. Further, to shorten litigation it may, in exceptional and rare cases, impose appropriate punishment by recording cogent reasons in support thereof.”

In Union of India vs. S.S. Ahluwalia (2007) 7 SCC 257 Hon'ble Supreme Court reiterated the legal position as follows:

“..... The scope of judicial review in the matter of imposition of penalty as a result of disciplinary proceedings is very limited. The court can interfere with the punishment only if it finds the same to be shockingly disproportionate to the charges found to be proved.”

In State of Meghalaya v. Mecken Singh N. Marak (2008) 7 SCC 580 Hon'ble Supreme Court stated that:

“The punishment imposed by the disciplinary authority or the appellate authority unless shocking to the conscience of the court, cannot be subjected to judicial review.

Hon'ble Apex Court in Administrator, Union Territory of Dadra and Nagar Haveli vs. Gulbhia M. Lad (2010) 2 SCC (L&S) 101 has observed that :

“The legal position is fairly well settled that while exercising the power of judicial review, the High Court or a Tribunal cannot interfere with the discretion exercised by the disciplinary authority, and/or on appeal the appellate authority with regard to the imposition of punishment unless such discretion suffers from illegality or material procedural irregularity or that would shock the conscience of the court/tribunal. The exercise of discretion in imposition of punishment by the disciplinary authority or appellate authority is dependent on host of factors such as gravity of misconduct, past conduct, the nature of duties assigned to the delinquent, responsibility of the position that the delinquent holds, previous penalty, if any, and the discipline required to be maintained in the department or establishment he works. Ordinarily the court or the tribunal would not substitute its opinion on reappraisal of facts.

Hon'ble Apex Court in (2011) 1 Supreme Court Cases (L&S) 721 has observed that:

It is now well settled that the courts will not act as an appellate court and reassess the evidence led in the domestic enquiry, nor interfere on the ground that another view is possible on the material on record. If the inquiry has been fairly and properly held and the findings are based on evidence, the question of adequacy of the evidence or the reliable nature of the evidence will not be grounds for interfering with the findings in departmental enquiries. Therefore, the courts will not interfere with findings of fact recorded in departmental inquiries, except where such findings are based on no evidence or where they are clearly perverse. The test to find out perversity is to see whether a tribunal acting reasonably could have arrived at such conclusion or findings, on the material on record. The courts will however interfere with the findings in disciplinary matters, if

principles of natural justice or statutory regulations have been violated or if the order is found to be arbitrary, capricious, mala fide or based on extraneous considerations.

15. It is established preposition of law that this Tribunal will not interfere with the punishment awarded until it is satisfied that the punishment so awarded is not shockingly disproportionate to the charge to warrant interference by this Tribunal.

16. The punishment awarded in the case in hand is one of the punishment mentioned in the Bi Partite Settlement for acts of gross misconduct. The punishment order and order of Appeal does not whisper as to why the Authority did not consider other punishment for the workman in the light of the fact that before that he had spent more than 25 years of unblemished service with the management. True that the management could award the maximum punishment of dismissal of service but when other options are available to the Management with respect to the charges, it is under obligation to consider why the other options regarding punishment would not be fit in the case in hand and why only dismissal be the appropriate punishment and by not doing the Management is not justified in maximum punishment of dismissal for one lapse on the part of the workman who spent more than 25 years of unblemished service time with the Management.

17. Accordingly the punishment of dismissal awarded by the Management to the workman is held justified in law and the workmen is awarded punishment of compulsory retirement from service from the date of punishment order passed by the Disciplinary Authority. **Issue No.3 is answered accordingly.**

18. ISSUE NO.4:-

In the light of the findings recorded above the **Issue No.4 is answered accordingly.**

19. On the basis of the above discussion, following award is passed:-

A. The action of the management of Central Bank of India in

Khanvilkar, Ex-Head Cashier vide order dated 21/1/2008 is held not justified.

B. The workman is awarded punishment of compulsory retirement from service from date 21-1-2008. He is also held entitled to admissible benefits in case of compulsory retirement given to the workman as per rules.

C. Parties to bear their own cost.

20. Let the copies of the award be sent to the Government of India, Ministry of Labour & Employment as per rules.

P. K. SRIVASTAVA, Presiding Officer

DATE: 29-9-2022

नई दिल्ली, 5 अप्रैल, 2023

का.आ. 560.—ओद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार युको बैंक प्रबंध तंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट ओद्योगिक विवाद में केन्द्रीय सरकार ओद्योगिक अधिकरण आसनसोल के पंचाट संदर्भ संख्या (50/2007) को प्रकाशित करती है।

[सं. एल-12012/33/2007-आई आर (बी- II)]
सलोनी, उप निदेशक

New Delhi, the 5th April, 2023

S.O. 560.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref.50/2007) of the Cent.Govt.Indus.Tribunal-cum-Labour Court Asansol as shown in the Annexure, in the industrial dispute between the management of UCO Bank and their workmen.

[No. L-12012/33/2007 – IR(B-II)]

SALONI, Dy. Director.

ANNEXURE

BEFORE THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL -CUM- LABOUR COURT,
ASANSOL

Present: Shri Ananda Kumar Mukherjee, Presiding Officer C.G.I.T-cum-L.C., Asansol

REFERENCE CASE NO. 50 OF 2007

PARTIES: Pratap Kumar Dutta.

Vs.

Chairman-cum-Managing Director, UCO Bank, Durgapur Main Branch.

REPRESENTATIVES:

For the Management: Shampa Chatterjee, Learned Advocate.

For the Union/Workman: Mr. P. K. Das, Learned Advocate.

INDUSTRY: Banking.

STATE: West Bengal.

Dated: 31.10.2022

AWARD

In exercise of powers conferred under clause (d) of Sub-section (1) and Sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), Govt. of India through the Ministry of Labour, vide its Order **No. L-12012/33/2007-IR(B-II)** dated 06.07.2007 has been pleased to refer the following dispute between the employers, that is the Management of UCO Bank and their workmen for adjudication by this Tribunal.

SCHEDEULE

“Whether the action of the Management of UCO Bank, in dismissing Mr. Pratap Kumar Dutta, Assistant Head Cashier, P.F.M. No. 32411 w.e.f. 30.03.2002 is legal and justified? If not, to what relief the workman is entitled?”

1. On receiving Order **No. L-12012/33/2007-IR(B-II)** dated 06.07.2007 from the Govt. of India, Ministry of Labour, New Delhi for adjudication of the dispute, a **Reference case No. 50 of 2007** was registered on 26.07.2007 and an order was passed issuing notice to the parties through registered post, directing them to appear and submit their written statements along with relevant documents in support of their claims and a list of witnesses. Both parties appeared before the Tribunal through their advocates.

2. Written statements were filed by both Management of Bank and the delinquent workman. The matter was fixed for evidence on 10.11.2007 but no witness was examined in the case. On 31.10.2022 the case is fixed for cross-examination of Management Witness. Mr. P. K. Das, learned advocate for the delinquent employee Pratap Kumar Dutta is present. None appeared for the Bank Management. It is 12:15 pm now.

3. Mr. P. K. Das submitted that he was representing Pratap Kumar Dutta, the Bank employee but since long the employee did not turn up, and communicated to the advocate that he is no more inclined to proceed with the case.

4. It is gathered from the written statement submitted on behalf of the Bank that the petitioner was dismissed due to his unauthorized absence from duty from 25.01.2000 and that he did not deposit the advance in respect to LFC dues.

5. This is a case of the year 2007 and after several opportunities given to the dismissed bank employee to adduce his evidence, the witness did not turnup for his cross-examination. Under such circumstances it is presumed that the parties have no dispute regard the subject matter under Reference.

Hence,

ORDER

That a **No Dispute Award** be passed in respect of the above Reference. Let copies of the Award be sent to the Ministry of Labour, Govt. of India, New Delhi for information and necessary action. The Reference is accordingly disposed of.

ANANDA KUMAR MUKHERJEE, Presiding Officer

नई दिल्ली, 5 अप्रैल, 2023

का.आ. 561.—ओद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार बैंक ऑफ इंडिया प्रबंध तंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट ओद्योगिक विवाद में केन्द्रीय सरकार ओद्योगिक अधिकरण आसनसोल के पंचाट संदर्भ सं. (11/2014) को प्रकाशित करती है।

[सं. एल-12012/53/2014-आई आर (बी- II)]
सलोनी, उप निदेशक

New Delhi, the 5th April, 2023

S.O. 561.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref.11/2014) of the Cent.Govt.Indus.Tribunal-cum-Labour Court Asansol as shown in the Annexure, in the industrial dispute between the management of Bank of India and their workmen.

[No. L-12012/53/2014 – IR(B-II)]

SALONI, Dy. Director.

ANNEXURE

BEFORE THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL -CUM- LABOUR COURT, ASANSOL

Present: Shri Ananda Kumar Mukherjee, Presiding Officer, C.G.I.T-cum-L.C., Asansol.

REFERENCE CASE No. 11 OF 2014

PARTIES: Rita Prasad

(Dependent wife of Late Pintu Prasad).

Vs.

Management of Bank of India, Domohani Branch.

REPRESENTATIVES:

For the Union/Workman: Mr. P. K. Das, learned advocate.

For the Management: Mr. Uday Chand Mukherjee, learned advocate.

INDUSTRY: Banking.

STATE: West Bengal.

Dated: 14.12.2022

AWARD

In exercise of powers conferred under clause (d) of Sub-section (1) and Sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), Govt. of India through the Ministry of Labour, vide its Order No. L-12012/53/2014-IR(B-II) dated 25/27.08.2014 has been pleased to refer the following dispute between the employers, that is the Management of Bank of India in relation to its Domohani Branch under Howrah Zone and their workman for adjudication by this Tribunal.

SCHEDULE

Whether the action of the Management of Bank of India in relation to its Domohani Branch under Howrah Zone, in imposing a punishment of compulsory retirement with superannuation benefit w.e.f. 30.05.2009 on Shri Pintu prasad, Ex-Staff Clerk of Domohani Branch, vide order No. ZO/HWH/IR/86 dated 30.05.2009 is just and legal? What relief the workman is entitled to?"

1. On receiving Order **No. L-12012/53/2014-IR(B-II)** dated 25/27.08.2014 from the Govt. of India, Ministry of Labour, New Delhi for adjudication of the dispute, a **Reference case No. 11 of 2014** was registered on 16.09.2014 and an order was passed issuing notice to the parties through registered post, directing them to appear and submit their written statements along with relevant documents in support of their claims and a list of witnesses. Both parties appeared before the Tribunal through their authorized representatives.

2. The case was fixed up on 06.12.2022 for hearing of substitution petition dated 05.06.2018. Mr. P. K. Das, learned advocate represented the petitioner. Perused the application wherein it is stated that Pintu Prasad, ex-employee of Bank of India, Domohani Branch died on 03.01.2018 leaving behind Rita Prasad, his wife. Mr. P. K. Das submitted that since filing of the substitution petition the petitioner did not communicate with him and the petition may be disposed of. Considered. The substitution petition is dismissed for non-prosecution. The industrial dispute in this Reference case is accordingly disposed in the form of "No Dispute Award".

Hence,

ORDERED

A **No Dispute Award** is drawn up in respect of the above Reference. Let copies of the Award in duplicate be sent to the Ministry of Labour and Employment, Government of India, New Delhi for information and notification.

ANANDA KUMAR MUKHERJEE, Presiding Officer

नई दिल्ली, 6 अप्रैल, 2023

का.आ. 562.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार बैंक ऑफ बडोदा के प्रबंधतत्र, संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 2 धनबाद के पंचाट (13/2015) प्रकाशित करती है।

[सं. एल- 12012/79/2014 -आई आर (बी- II)]

सलोनी, उप निदेशक

New Delhi, the 6th April, 2023

S.O. 562.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 13/2015) of the Cent.Govt.Indus.Tribunal-cum-Labour Court No.2 Dhanbad as shown in the Annexure, in the industrial dispute between the management of Bank of Baroda and their workmen.

[No. L- 12012/79/2014 – IR(B-II)]

SALONI, Dy. Director.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO.2), AT DHANBAD.

Present: Dr. S.K.THAKUR, Presiding Officer

In the matter of an Industrial Dispute under Section 10(1) (d) of the I.D. Act., 1947.

REFERENCE NO 13 OF 2015.

PARTIES: Sh. Ram Niwas, S/O Late Suresh Prasad,

Village: Sultanpur,

PO: Kanaihapur PS: Mokama, Patna (Bihar)

Vs.

The Dy. General Manager,
Bank of Baroda

Zonal Office, 4th Floor, Anand Bihar,
West Boring Canal Road,

PATNA (BIHAR) 800001

Order No. L-12012/79/2014-IR(B-II) dt. 17.02.2015

On behalf of the workman/Union : Mr.D.K.Verma, Ld. Advocate

On behalf of the Management : Mr.R.R.Prasad, Ld. Advocate

State: Bihar **Industry:** Banking

Dated, Dhanbad, the 26th April,2022

AWARD

The Government of India, Ministry of Labour, in exercise of the powers conferred on them under Sec.10(1)(d) of the I.D. Act.,1947 has referred the following dispute to this Tribunal for adjudication vide their **Order No. L-12012/79/2014-IR (B-I) dt. 17.02.2015**

SCHEDEULE

“Whether the action of the management of BOB to terminate the service of workman Sri Ram Niwas was correct and valid? What relief the workman was entitled for?”

On receipt of the Order **No. L-12012/79/2014 --IR (B-II) dated 17.02.2015** of the reference from the Government of India, Ministry of Labour & Employment, New Delhi for adjudication of the dispute, it was registered as Reference case No. 13 of 2015 and accordingly an order to that effect was passed to issue notices through the Registered Post to the parties concerned, directing them to appear before the Tribunal on 29.04.2015 date fixed and to file their written statements along with the relevant documents. In pursuance of the said order, notices by the Registered Post were sent to the parties concerned.

2. On registration of the Reference on 09.03.2015, the case started in motion for proceeding with both contending under Reference filed Written Statement of claim /rejoinder. The case started rolling out for proceeding. Advancing towards merit on completion of claim /counter claim with rejoinders by both sides the proceeding moved up to subject matter to fix evidence for workman. Finally with written arguments by both the rival parties the matter appears to have been reserved for answering the Reference in Award.

3. The brief facts of the case as per the pleading made in the Written Statement by the petitioner are required to be enumerated which reads as hereunder:

- i) That the petitioner namely Ram Niwas S/o Late Suresh Prasad, of village: Sultanpur, PO: Kanhaipur, Distt: Patna was appointed by the Management of Bank of Baroda against the permanent vacancy to discharge the duties of a peon w.e.f. 01.10.1993.
- ii) That the workman concerned even after rendering his service as Peon to the satisfaction of the management as permanent employee but the Management just to deprive him from his legitimate right, showing him temporary workman and paying him less wages.
- iii) That in the mean time the Management had drawn panel of temporary workmen who performed the duties of a peon/canteen boy for permanent absorption as a peon and his name was placed on Serial No. 17 of the said list.
- iv) That the OP/Management regularized the services of some barring few including the name of the workman.
- v) When he approached the OP/Management with a demand for regularization of his service in accordance with aforesaid Circular the OP/Management illegally terminated his services w.e.f 03.12.1996 without giving notice or notice of pay in payment of retrenchment compensation under provision of Sec. 25 –F of the Industrial Dispute Act., 1947.
- vi) That being aggrieved by the action of the OP/Management the workman raised as Industrial Dispute against his illegal retrenchment before the Asstt. Labour commissioner (C) Patna and upon failure in conciliation culminated as Reference as Industrial Dispute referred by the Government of India.

vii) As before termination the OP/Management neither issued any notice or paid him notice pay in lieu of notice nor did follow the statutory provision of Sec. 25- F of the Industrial Dispute Act., 1947 contrary to the fact the workman had completed 240 days attendance in each and every year preceding 12 months from the date of retrenchment .i.e. 31.12.1996.

viii) So the action of the Management in not regularizing the services of the workman concerned is not only discriminatory and arbitrary rather unjustified and against the principle of natural justice.

4. The OP/ Management contested the case by filing written statement denying the case as well as the allegation of the Petitioner

- i) The workman namely Ram Niwas on being engaged as Casual /Temporary basis for a period 237 days from April 1993 to Sept.,1995 intermittently at Mokama Branch neither against any clear vacant post nor authorized/Sanctioned by the competent authority and even without following rules of engagement for temporary employees including call for Sponsoring Employment Exchange .Hence his engagement was illegal. And his appointment letter was not issued and nor he has any locus standi to stake claim for regularization as per rules/norms
- ii) His appointment has been projected as Stop Gap arrangement in order to justified exigencies by the Branch Manager, Mokama and presently he is not working in the Bank.
- iii) Mokama Branch only engaged him for passing contingencies of work intermittently on day to day basis with starting his duty from morning and ended with the completion of the work for which he was engaged ,so question of issuance of appointment letter does not arise nor subsequent reinstatement in the Bank
- iv) That no relationship exists between the employer and workmen and the person who is posing himself to be called workman.
- v) That the workman concerned is not all workman as defined in Sec. 2(S) of Industrial Disputes Act, 1947.
- vi) That appointment of Sub-staff in Banks is governed by laid down statutory rules and guidelines, as received from Government of India from time to time.
- vii) That in terms of the laid down rules/directions received from Government of India, employment of persons in Subordinate Cadre in the Bank's service has to be made through the medium of employment Exchange in addition to advertisement in local newspaper where the vacancy arise.
- viii) That the Bank has laid down eligibility criteria for appointment in Sub-Staff Cadre which specifies minimum and maximum age limit, educational qualification etc, of the candidates.
- ix) That Bank is a "State" under Article 12 of the Constitution of India. Further, appointment on the Bank is governed by certain statutory rules and guidelines received from the Government from time to time. In terms of the directions issued by the Central Government, employment of persons in sub-staff cadre should be done through Employment Exchange as also by advertisement for the post in the area where the vacancy is declared. In so far as the workman concerned he was never sponsored by the Employment Exchange and on this ground his claim seeking employment in the Banks to be rejected.
- x) That ,any claim for regularization is dependent upon the fulfillment of the eligibility criteria laid down by the Bank viz, their Sponsoring ship through employment Exchange etc and most importantly their engagement should be against sanctioned vacancy duly authorized by the Competent Authority .
- xi) As the Bank is a State under Article 12 of the Constitution of India having certain statutory rules and guidelines so received from the Government from time to time .As regard appointment of sub staff in Banks is governed by laid down statutory rules and guidelines as received from Government of India from time to time

5. In its rejoinder the OP/management emphatically denies all the point wise claims on the issues raised by the workman with reiteration that the claim of the petitioner is baseless frivolous and is not tenable having no merit at all. In essence service to the workman will amount to backdoor entry in the Bank which is a Public Sector Undertaking and any such entry will go against the fundamental rights of the Citizen and will violate the right to equal opportunity in public service ,legal pronouncement and law of the land laid down by the Apex Court .

6. Through the evidence the workman recorded on affidavit and he reaffirmed to have been appointed by the Management of Bank of Baroda against the permanent vacancy to discharge the duties of Peon with working hours from 10 a.m. to 6 p.m. and sometimes even beyond the scheduled time in exigency. The Zonal Office issued a communicated for preparation of list of workmen who have completed 90 days attendance in preceding 29.02.1996 .But to his dismay the Management regularized services of some workmen from above list but did not care for

others. But after completion of due process his name had been left out .When the workman approached several time for regularization of his services in accordance with aforesaid circular, the Management illegally terminated his services w.e.f. 03.12.1996 without granting him any hearing or payment of retrenchment compensation. Over the engagement of workman for passing contingencies of work intermittently on day to day basis cannot challenge and or deny

7. The workman submitted list of documents with copies thereof through Affidavit:

- I) List of the Circular marked as Annexure -1 issued by Bihar State Bank of Baroda Employees Association for regularization of their services. Marking as Annexure 1 and seeking data of temporary workmen as on 29.02.1996 marking as A-1.
- ii) List of the workmen drawing out a panel of temporary workmen showing the workman's name in Sl. No. 17 marking as Annexure 2
- iii) Letter from Senior Manager,(P), Bank of Baroda for sending factual position of the workmen who have completed 90 days attendance marking as Annexure -3
- iv) Letter of the Sr. Branch Manager about workman's attendance for the period from 12.04.1993 to 30.09.1995 as Annexure -4
- v) Copy of the CPIO of Bank of Baroda with regard to reply of the workman's query marking as Annexure -5

8. Emphasizing heavily upon the Apex Court Judgments OP/Management filed documents in their defence which are as hereunder:

- a) Photocopy of Judgment in Civil Appeal No.3595-2 3612 of 1999. The Secretary State of Karnataka & Others Vs. Uma Devi (3) & Other, reported in SC-2006 (L&S) 753- supreme Court of India.
- b) Internet copy of judgment in Case No. Appeal (Civil) -2195 of 2007-Hindustan Aeromaitocs Ltd/ Vs. Dam Bahadur Sg & Others reported in SCC-2007(6)7, Supreme Court of India.
- c) Internet copy of judgment in Civil Appeal No. 7392 of 2014- State of Bihar & Others Vs. Chandreshwar Pathak, reported in SCC-2014 (13)232 Supreme Court of India,
- d) Photocopy of judgment in L.P.A. Case No. 248 of 2014-Suman Devi Vs. State of Jharkhand 2016(i)-JLJR Jharkhand High Court.
- e) Photocopy of judgment in L.P.A. Case No. 268 of 2012 Bipin Kumar Verma Vs. Uco Bank, Dhanbad of Jharkhand High Court Ranchi
- f) Photocopy of Tripartite Settlement dated 18.03.2008 between Bank of Baroda and All India Bank of Baroda Employees Federation (recognized union)

9. Going by the evidence so submitted through Affidavit in writing by the workman side it states in Annexure -4 dt. 24.02.2019 showing total days of attendance rendered service to the Bank commencing from 12.04.1993 to 30.09.1995 taking into the base period April,1993 to Sept.,1995 preceding to his alleged termination , the data shows to the total 237 number of days that the workman worked notably less than 240 days as claimed by the workman in written submission of claim by the workman and also mandatory for getting coverage/protection under Sec. 25- F of the Industrial Dispute Act., 1947.The Attendance Statement Sheet was under seal and signature of the OP/Bank Authority with countersigned by the workman thereon.

10. As per the written statement of claim and the documents filed by the workman vis a vis the evidence on affidavit submitted by the workman himself before this Tribunal dated 24.04.2019 following discrepancies are found:-

- i) In Written statement he had mentioned at point 12 that he has completed 240 days each and every year of working in the Bank , whereas the documents filed by him and affirmed through affidavit in para 7 mentioning the documents as Annexure -4 has total number of days worked reflect only 237 days.
- ii) In the written statement in at the same point No. 12 he has mentioned that he has worked for more than 240 days in preceding 12 months period from the date of his retrenchment ,i.e., 31.12.1996 whereas through the documents filed by him at Annexure -4 as referred in para -7 of the Affidavit of the Workman his total number of days worked during the 12 preceding months from the date of his retrenchment comes to 106 days only.

As such his both the claims of working more than 240 days in each year of his working and that he has worked more than 240 days in the preceding 12 months from the date of his retrenchment is not true as per the above findings.

11. As regards the example of other having been appointed on regular basis by the same Bank cannot be considered as reference in the instant Industrial Dispute is limited to the case of the concerned workman and not for others.

12. On consideration of the facts put forward by the workman himself through the documents filed by him and evidences through affidavit he has not been able to substantiate his claim. On perusal of the record and documents filed by the workman himself there is no evidence of issue any appointment letter or termination letter from the O.P./management. As such it can be established through the evidence that the workman Sri Ram Niwas has been terminated from service of the management of Bank of Baroda.

13. However, on the face of record made available before this Tribunal it is beyond doubt that the workman Shri Ram Niwas has worked under Bank of Baroda on various dates engaged during the period 12.04.1993 to 30.09.1995 on intermittent basis and that he has not been removed from the service of his engagement through notice or order. As such the management of Bank of Baroda has failed in its duty in practicing the fair labour policy. As such the workman is entitled for compensation under Sec. 25 F of the Industrial Dispute Act., 1947.

14. As the workman has worked with the OP/management intermittently it will not be prudent and proper to award any compensation based on number of years worked and equivalent to the wages as the matter is very old and more than twenty five years have elapsed from his last engagement by the Bank and the fact that payments of wages were very meager, and that the workman has been fighting his case for many years, this Tribunal is of the opinion of awarding some lump sum compensation to the workman. Therefore compensation of Rs. 1,00,000/- (Rupees One Lakh) only is awarded as compensation under the provisions of Sec. 25- F of the Industrial Dispute Act., 1947 to meet the expenses incurred by him in raising and fighting his case for such a long period.

15. The compensation must be paid to the workman concerned by the Management of Bank of Baroda within three months from the date of issuance of Notification of this Award,

Dr. S.K.THAKUR, Presiding Officer

नई दिल्ली, 7 अप्रैल, 2023

का.आ. 563.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार पश्चिमी रेलवे के प्रबंधतत्र, संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, अहमदाबाद के पंचाट (137/2013) प्रकाशित करती है।

[सं. एल-41011/46/2013-आई आर (बी- I)]

सलोनी, उप निदेशक

New Delhi, the 7th April, 2023

S.O. 563.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref.137/2013) of the Cent.Govt.Indus.Tribunal-cum-Labour Court Ahmedabad as shown in the Annexure, in the industrial dispute between the management of Western Railway and their workmen.

[No. L- 41011/46/2013 – IR(B-I)]

SALONI, Dy. Director.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL- CUM -LABOUR COURT, AHMEDABAD

Present: SUNIL KUMAR SINGH-I, Presiding Officer, CGIT cum Labour Court, Ahmedabad,

Dated : 30th December 2022

Reference: (CGITA) No- 137/2013

1. The Divisional Personnel Officer,
Western Railway,
Western Railway Division Office,
PO: Ratlam (M.P.)

2. The General Manager,
Western Railway, Churchgate,
Mumbai-400020.
3. The Works Inspector(I),
Western Railway,
PO: Dahod (Gujarat).

....First Parties

V

The President,
General Workmen's Union,
Sinduri Matta Devasthan,
S.T. Nagar Road,
P.O. Godhara (Gujarat)-389001.

....Second Party

Advocate for the First Party : Shri H. R. Raval
Representative for the Second Party : Shri J. K. Ved

AWARD

The Government of India/Ministry of Labour, New Delhi by reference adjudication Order No. L-41011/46/2013-IR(B-I) dated 15.07.2013 referred the dispute for adjudication to the Industrial Tribunal -cum-Labour Court, Ahmedabad (Gujarat) in respect of the matter specified in the Schedule:

SCHEDULE

“Whether the demand of the President, General Workmen's Union, Godhara against the Sr. Divisional Personnel Officer, W.R., Ratlam & others to reinstate in service of Shri Nura Ditya, Casual Labour is legal, fair and justified? If so, then to what relief the above workmen are entitled to.”

1. Today matter is called out. Shri H. R. Raval, Ld. Advocate is Present for the First Party No.1 Western Railway, Ratlam. None responds for remaining FP's. Shri J. K. Ved, President, General Workmen's Union, representing the second party workman filed withdrawal pursis vide Exhibit-7 and prayed for withdrawal of the reference. Withdrawal is not opposed by First Party. The Second party workman is permitted to withdraw the reference as prayed for.
2. Thus the reference is finally disposed of as withdrawn.

Let two copies of Award be sent to the Appropriate Government for the needful and for publication.

SUNIL KUMAR SINGH-I, Presiding Officer

नई दिल्ली, 7 अप्रैल, 2023

का.आ. 564.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार स्टेट बैंक ऑफ़ इंडिया (फोरमेरली स्टेट बैंक ऑफ़ सौराष्ट्र) के प्रबंधतत्र, संबद्ध नियोजको और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, अहमदाबाद के पंचाट (186/2018) प्रकाशित करती है।

[सं. एल- 12011/36/2018 -आई आर (बी- I)]
सलोनी, उप निदेशक

New Delhi, the 7th April, 2023

S.O. 564.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 186/2018) of the Cent.Govt.Indus.Tribunal-cum-Labour Court Ahmedabad as shown in the Annexure, in the industrial dispute between the management of State Bank of India(formerly State Bank of Saurashtra) and their workmen.

[No. L- 12011/36/2018 – IR(B-I)]

SALONI, Dy. Director.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL -CUM- LABOUR COURT,
AHMEDABAD

Present: Sunil Kumar Singh-I, Presiding Officer, CGIT cum Labour Court, Ahmedabad,

Dated : 10.01.2023

Reference: (CGITA) No- 186/2018

1. The General Officer,
State Bank of India, 2nd Floor,
Nilambaug Chowk,
BHAVNAGAR-364001.
2. The Branch Manager,
State Bank of India(formerly State Bank of Saurashtra),
Opp. Patel Building, At Sihor,
Disst. BHAVNAGAR-364001.First Parties

V

Shri Virendrasinh A. Gohil,
C/o. Shramik Sangh, 118/119,
Kaveri Corporation, Navapara,
BHAVNAGAR-364001. Second Party

Adv. for the First Party employer : None
Adv. for the Second Party workman : None

AWARD

The Government of India/Ministry of Labour, New Delhi by reference adjudication Order No. L-12011/36/2018-IR(B-I) dated 13.12.2018 referred the dispute for adjudication to the Central Government Industrial Tribunal-cum-Labour Court, Ahmedabad (Gujarat) in respect of the matter specified in the Schedule:

SCHEDULE

“Whether the demand of the workman, Shri Virendrasinh A. Gohil Ex-Peon cum chowkidar against the management, General Manager, State Bank of India, Bhavnagar to his reinstatement in the post of Peon-cum-Chowkidar with continuity of service and with full backwages & other consequential benefits is fair and justified? If yes, then what relief Shri Virendrasinh A. Gohil, workman is entitled to & what other direction are necessary in the matter”

1. Today, the matter was called out. None responded for either of the parties. The reference dates back to 13.12.2018. Notice Exh. 2 was issued to the parties, wherein the parties were asked to submit their pleadings. A period of over four years has elapsed, yet no statement of claim has been filed as directed by the Ministry. It appears that the Second Party workman is not interested to proceed further in the matter.

2. The reference is accordingly disposed of in absence of statement of claim and evidence, with the observation that “the demand of the workman, Shri Virendrasinh A. Gohil Ex-Peon cum chowkidar against the management, General Manager, State Bank of India, Bhavnagar to his reinstatement in the post of Peon-cum-Chowkidar with continuity of service and with full backwages & other consequential benefits is not fair and justified. The concerned workmen are not entitled for any relief.”

Let two copies of the Award be sent to the Appropriate Government for the needful and for publication U/s 17(1) of Industrial Disputes Act.

SUNIL KUMAR SINGH-I, Presiding Officer

नई दिल्ली, 7 अप्रैल, 2023

का.आ. 565.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ई.सी.एल. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण—सह-श्रम न्यायालय, आसनसोल के पंचाट (संदर्भ सं. 19/2013) को प्रकाशित करती है, जो केन्द्रीय सरकार को 07.04.2023 को प्राप्त हुआ था।

[सं. एल- 22012/135/2013-आई आर (सी.एम- II)]
मणिकंदन.एन, उप निदेशक

New Delhi, the 7th April, 2023

S.O. 565.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 19/2013) of the Central Government Industrial Tribunal-cum-Labour Court, Asansol as shown in the Annexure, in the industrial dispute between the Management of E.C.L. and their workmen, received by the Central Government on 07/04/2023

[No. L-22012/135/2013 – IR(CM-II)]

MANIKANDAN. N, Dy. Director.

ANNEXURE

BEFORE THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL -CUM- LABOUR COURT, ASANSOL

Present: Shri ANANDA KUMAR MUKHERJEE, Presiding Officer,

C.G.I.T-cum-L.C., Asansol.

REFERENCE CASE NO. 19 OF 2013

PARTIES: Ramswarup Paswan

Vs.

Management of New Ghusick Colliery, Sripur Area of M/s. ECL

REPRESENTATIVES:

For the Union/Workman: Mr. S. K. Pandey, General Secretary, Colliery Mazdoor Congress.

For the Management: Mr. P. K. Das, learned advocate.

INDUSTRY: Coal.

STATE: West Bengal.

Dated: 20.02.2023

AWARD

In exercise of powers conferred under clause (d) of Sub-section (1) and Sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), Govt. of India through the Ministry of Labour, vide its Order No. L-22012/135/2013-IR(CM-II) dated 04.10.2013 has been pleased to refer the following dispute between the employer, that is the Management of New Ghusick Colliery, Sripur Area of M/s. Eastern Coalfields Limited and their workman for adjudication by this Tribunal.

SCHEDULE

“Whether the action of the management not to regularise the service of Sri Ramswarup Paswan as Attendance Clerk, while the management taking the work as Attendance Clerk, as admitted by the management in written statement is just and fair? If not, so what relief management can provide to Sri Ramswarup Paswan? ”

- On receiving Order No. L-22012/135/2013-IR(CM-II) dated 04.10.2013 from the Govt. of India, Ministry of Labour, New Delhi for adjudication of the dispute, a **Reference case No. 19 of 2013** was registered on 14.02.2014

and an order was passed issuing notice to the parties through registered post, directing them to appear and submit their written statements along with relevant documents in support of their claims and a list of witnesses. Both parties appeared before the Tribunal through their authorized representatives.

2. Mr. P. K. Das, learned advocate appeared for the Management of New Ghusick Colliery of M/s. Eastern Coalfields Limited. The case was fixed up on 13.02.2023 for evidence of workman witness, Ramswarup Paswan as special chance. On repeated calls, Mr. Ramswarup Paswan, the aggrieved workman and Mr. S. K. Pandey, the union representative were not found available. Fresh Notice was issued to the workman though registered post on 29.09.2022 but the same was returned with a report that he has left the address.

3. This Industrial Dispute was referred to this Tribunal for adjudicating the question as to whether the action of the management not to regularise the service of Sri Ramswarup Paswan as Attendance Clerk, while the management taking the work as Attendance Clerk, as admitted by the management in written statement is just and fair? If not, to what relief management can provide to Sri Ramswarup Paswan?

4. Sufficient opportunities were provided to the workman and union representative but they did not appear on consecutive dates. Under such circumstance it appears that the workman is not interested in proceeding with the case. The Industrial Dispute is accordingly disposed of in the form of a **No Dispute Award**.

Hence,

ORDERED

that a **No Dispute Award** be drawn up in respect of the above Reference. Let copies of the Award in duplicate be sent to the Ministry of Labour and Employment, Government of India, New Delhi for information and Notification.

ANANDA KUMAR MUKHERJEE, Presiding Officer,

नई दिल्ली, 7 अप्रैल, 2023

का.आ. 566—ओद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ई.सी.एल. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट ओद्योगिक विवाद में केन्द्रीय सरकार ओद्योगिक अधिकरण—सह-श्रम न्यायालय, आसनसोल के पंचाट (संदर्भ संख्या 01/2008) को प्रकाशित करती है, जो केन्द्रीय सरकार को 07.04.2023 को प्राप्त हुआ था।

[सं. एल- 22013/01/2023-आई आर (सी.एम-II)]

मणिकंदन.एन, उप निदेशक

New Delhi, the 7th April, 2023

S.O. 566.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 01/2008) of the Central Government Industrial Tribunal-cum-Labour Court, Asansol as shown in the Annexure, in the industrial dispute between the Management of E.C.L. and their workmen, received by the Central Government on 07/04/2023

[No. L-22013/01/2023 – IR(CM-II)]

MANIKANDAN. N, Dy. Director.

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
ASANSOL**

Present : Shri ANANDA KUMAR MUKHERJEE, Presiding Officer CGIT-cum-LC, Asansol

L. C. Application No. 01 OF 2008

PARTIES : Kapildeo Jha

v/s

Management of Bhanora West Block Colliery of M/s. ECL

REPRESENTATIVES :

For the union (Workman): Mr. Rakesh Kumar, President, Koyal Mazdoor Congress

For the Management of M/s. ECL: Mr. P. K. Das, learned advocate

INDUSTRY: Coal

STATE : WEST BENGAL

Dated : 30.01.2023

AWARD

1. Instant application is filed by Kapildeo Jha under section 33 (C) (2) of the Industrial Dispute Act, praying for payment of difference of wages from 14/04/1998 till date of filing of application.

2. Mr. Rakesh Kumar representing Kapildeo Jha is present. Case is fixed up today for production of documents and final disposal. Mr. Apurba Biswas, Manager (Personnel), Bhanora-Gir Group of Mines has produced a calculation sheet detailing difference of wages payable from April 1998 to March 2000. Mr. A. Biswas is examined as MW-I. Document filed is marked as Exhibit M-I. Witness is cross-examined and discharged. Evidence is closed.

3. Heard argument advanced by Mr. P. K. Das, learned advocate for ECL and Mr. Rakesh Kumar. It appears that Kapildeo Jha who was converted from General Mazdoor to Pit Clerk filed an application u/s 33(C)(2) of Industrial Dispute Act, 1947 claiming that the Management has not paid difference of wages he is supposed to receive from the company for the period from 14/04/1998 till date of filing of application. The petitioner has further stated that he is entitled to get Rupees Three Lakh (Rs. 3,00,000/-) approximately as difference of wages.

4. Written statement has been filed by the Management of ECL denying the claim of the workman. It is contended that no legal right accrued in favour of the workman due to want of appropriate order by the competent authority. The workman has been examined as WW-I. He was recross-examined on recall on 21/11/2022. In recross-examination the witness has stated that he served as Pit Clerk from 1997 to 2016. Since 2016 the post of Pit Clerk was abolished and he was posted as Magazine Clerk. I find that this contention has been made for the first time in evidence as there is no averment by the petitioner in the written statement that he served as Pit Clerk till 2016.

5. In course of time, Mr. A. Biswas (MW-I) has been examined as the Management Witness and he produced a calculation sheet showing the difference of wages from April 1998 to March 2000 amounting to Rs. 23,892.12/-. Document in two pages have been marked as Exhibit M-I. On perusal of the document, I find the workman has accepted the calculation up to March 2000.

6. In cases filed u/s 33(C)(2) of the Industrial Dispute Act, 1947 the workman is entitled to make claims of ascertained sum payable to him but in the present application the workman has made vague claim and such application is not maintainable in the eye of law. Furthermore, the application has not been made within one year from the date on which the money became due to the workman.

7. Mr. P. K. Das, learned advocate for the ECL Management argued that the present application is a regular Industrial Dispute and it has been filed in guise of an L. C. Application.

8. I have no hesitation that the workman and the Management have agreed upon the calculations made in favour of Mr. Kapildeo Jha from April 1998 to March 2000. The L. C. Application filed is disposed of in terms of the settlement arrived at. The prayer of the petitioner workman is allowed in part. Let an Award be drawn up in favour of the workman directing the Management of Bhanora West Block Colliery to pay the difference of wages amounting to Rs. 23,892.12/- in favour of the workman within one month from the date of Notification.

Hence,

ORDER

The application filed by the workman u/s 33(C)(2) of the Industrial Dispute Act, 1947 is allowed in part in favour of the workman. Let the calculation sheet dated 28/01/2023 (Exhibit M-I) be treated as a part of Award. Let copies of Award be sent to the Ministry of Labour u/s 33(C)(4) of the Industrial Dispute Act, 1947 for information.

ANANDA KUMAR MUKHERJEE, Presiding Officer

नई दिल्ली, 7 अप्रैल, 2023

का.आ. 567.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार पंजाब एंड सिंध बैंक के प्रबंधतत्र, संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय लखनऊ के पंचाट (99/2021) प्रकाशित करती है।

[सं. एल- 12011/31/2021-आई आर (बी- II)]
सलोनी, उप निदेशक

New Delhi, the 7th April, 2023

S.O. 567.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 99/2021) of the Cent.Govt.Indus.Tribunal-cum-Labour Court Lucknow as shown in the Annexure, in the industrial dispute between the management of Punjab and Sindh Bank and their workmen.

[No. L- 12011/31/2021 – IR(B-II)]

SALONI, Dy. Director.

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL –CUM- LABOUR COURT, LUCKNOW

Present: Justice ANIL KUMAR Presiding Officer

I.D. No. 99/2021

Ref. No. L-12011/31/2021-IR(B-II) dated 04.10.2021

BETWEEN

The General Secretary, Punjab & Sindh Bank Staff Association,
11, MG Marg, Hazratganj, Lucknow - 226001

AND

1. The Chairman & Managing Director, Punjab and Sindh Bank
Head Office, 5th Floor, 21, Rajendra Place, New Delhi-110008
2. The Zonal Manager, Punjab and Sindh Bank, Zonal Office,
Civil Lines, Bareilly (U.P)-243001

AWARD

By order No. L-12011/31/2021-IR(B-II) dated 04.10.2021 the present industrial dispute has been referred for adjudication to this Tribunal in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 the Industrial Disputes Act, 1947 (14 of 1947) by the Central Government, with following schedule:

" Whether the demand of Punjab & Sindh Bank Staff Association, Lucknow vide representation dated 26.12.2020(copy enclosed) in respect of Shri Sidhant Kumar, PTS is covered under the provision of the Bipartite Settlement dated 10.04.2002? If Yes, whether the action of the management of Punjab & Sindh Bank, Bareilly vide letter No. ZOBLY/DAC/SIDHANTH/121489 dated 07.10.2020 (copy enclosed) against Shri Sidhant Kumar, PTS working at Powayan Branch, Shahjahanpur is fair and legal? If not, what relief Shri Sidhant Kumar, PTS is entitled to?"

Accordingly, an industrial dispute No. 99/2021 has been registered on 21.10.2021.

Shri Prateek Tiwari, learned counsel/representative appearing on behalf of the respondent submits that as a matter of fact from the perusal of record, the admitted position which emerges, till date statement of claim has not been filed by claimant in spite of repeated opportunity given to him, the present reference may be dismissed.

Findings & Conclusion:

After hearing the learned counsel and taking into consideration the fact that till date no statement of claim has been filed by the claimant in order to establish his claim as per the reference dated 04.10.2021.

And by order dated 03.10.2022, last opportunity was given to the claimant to file statement of claim, the same has not been filed.

So in view of the said facts, as well as the law laid by the Hon'ble High Court in the case of *V. K. Raj Industries v. Labour Court (I) and others 1981 (29) FLR 194* as under:

"It is well settled that if a party challenges the legality of an order, the burden lies upon him to prove illegality of the order and if no evidence is produced the party invoking jurisdiction of the Court must fail. Whenever a workman raises a dispute challenging the validity of the termination of service if is imperative for him to file written statement before the Industrial Court setting out grounds on which the order is challenged and he must also produce evidence to prove his case. If the workman fails to appear or to file written statement or produce evidence, the dispute referred by the State Government cannot be answered in favour of the workman and he would not be entitled to any relief."

In the case of *M/s Uptron Powertronics Employees' Union, Ghaziabad through its Secretary v. Presiding Officer, Labour Court (II), Ghaziabad and others 2008 (118) FLR 1164* Hon'ble Allahabad High Court has held as under:

*"The law has been settled by the Apex Court in case of *Shanker Chakravarti v. Britannia Biscuit Co. Ltd.*, *V.K. Raj Industries v. Labour Court and Ors.*, *Airtech Private Limited v. State of U.P. and Ors.* 1984 (49) FLR 38 and *Meritech India Ltd. v. State of U.P. and Ors.* 1996 FLR that in the absence of any evidence led by or on behalf of the workman the reference is bound to be answered by the court against the workman. In such a situation it is not necessary for the employers to lead any evidence at all. The obligation to lead evidence to establish an allegation made by a party is on the party making the allegation. The test would be, who would fail if no evidence is led."*

And by the Hon'ble Allahabad High Court in the case of *District Administrative Committee, U.P. P.A.C.C.S.C. Services v. Secretary-cum-G.M. District Co-operative Bank Ltd.* 2010 (126) FLR 519; wherein it has been held as under:

"The submission is that even if the petitioner failed to lead the evidence, burden was on the shoulders of the respondent to prove the termination order as illegal. He was required to lead evidence first which he failed. A perusal of the impugned award also does not show that any evidence either oral or documentary was led by the respondent. In the case of no evidence, the reference has to be dismissed."

As the workman has not filed any statement of claim/oral/documentary evidence, so the present case is liable to be dismissed.

For the foregoing reasons, the case is dismissed and; and the workman is not entitled for any relief.

Award as above.

Justice ANIL KUMAR, Presiding Officer

नई दिल्ली, 7 अप्रैल, 2023

का.आ. 568.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार पश्चिमी रेलवे के प्रबंधतत्र, संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/ श्रम न्यायालय, अहमदाबाद के पंचाट (82/2011) प्रकाशित करती है।

[सं. एल- 41012/51/2011-आई आर (बी- I)]

सलोनी, उप निदेशक

New Delhi, the 7th April, 2023

S.O. 568.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 82/2011) of the Cent.Govt.Indus.Tribunal-cum-Labour Court Ahmedabad as shown in the Annexure, in the industrial dispute between the management of Western Railway and their workmen.

[No. L- 41012/51/2011 – IR(B-I)]

SALONI, Dy. Director.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL -CUM- LABOUR COURT,
AHMEDABAD**Present:** Sunil Kumar Singh-I, Presiding Officer, CGIT cum Labour Court, Ahmedabad,

Dated : 30.12.2022

Reference: (CGITA) No- 82/2011

1. The General Manager,
Western Railway, Churchgate,
Mumbai.
2. The Additional Divisional Railway Manager,
Western Railway, Near Railway Station,
Teen Batti, Ratlam (M.P.)
3. The Assistant Divisional Engineer (South),
Western Railway, Station Building,
Dahod (Gujarat).

....First Parties

V/s

Shri Ditta H. Ninama,
C/o. Ramanbhai Baria,
No.29/A, Anup Nagar, Behind Pratapnagar,
Railway Colony, Pratap nagar,
Baroda.

.....Second Party

Advocate for the First Party : Shri N. J. Acharya

Advocate for the Second Party : Shri R.C. Pathak & Shri Chintan Gohel

AWARD

The Government of India/Ministry of Labour, New Delhi by reference adjudication Order No. L-41012/51/2011-IR(B-I) dated 21.10.2011 referred the dispute for adjudication to the Industrial Tribunal, Ahmedabad (Gujarat) in respect of the matter specified in the Schedule:

SCHEDEULE

“Whether the action of the management of Western Railway, Ratlam in imposing the penalty of removal from service of Shri Ditta H. Ninama, Ex-Trackman, vide their order dated 12/12/2006, is legal and justified? To what relief the workman is entitled?”

1. The reference dates back to 21.10.2011. The second party submitted the statement of claim Ex.11 on 06.01.2017. Perusal of the record shows that the first party did not submit its written statement despite service of notice and several opportunities. Hence the case was proceeded ex parte against the First Party/ employer vide order dated 13.08.2018. The second party workman also failed to adduce ex parte evidence, despite several opportunities.

2. Today, Shri Chintan Gohel Advocate for the second party is present and submitted an application vide Ex.13 that the second party has not been in his contact and orally stated that tribunal may pass order as it deems fit.

3. Thus, in the light of the aforesaid circumstances and in absence of any evidence on behalf of the workman, the reference is finally disposed of as under :

“the action of the management of Western Railway, Ratlam in imposing the penalty of removal from service of Shri Ditta H. Ninama, Ex-Trackman, vide their order dated 12/12/2006, is legal and justified”

Let two copies of the Award be sent to the Appropriate Government for the needful and for publication.

SUNIL KUMAR SINGH-I, Presiding Officer

नई दिल्ली, 7 अप्रैल, 2023

का.आ. 569.—औद्योगिक विवाद अधिनियम, 1947 1947 का 14 की धारा 17 के अनुसरण में केन्द्रीय सरकार केनरा बैंक प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण कोलकता के पंचाट संदर्भ संख्या (51/2015) को प्रकाशित करती है।

[सं. एल- 12011/42/2015 -आई आर (बी- II)]
सलोनी, उप निदेशक

New Delhi, the 7th April, 2023

S.O. 569.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref.51/2015) of the Cent.Govt.Indus.Tribunal-cum-Labour Court Kolkata as shown in the Annexure, in the industrial dispute between the management of Canara Bank and their workmen

[No. L- 12011/42/2015 – IR(B-II)]

SALONI, Dy. Director

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT KOLKATA

REF. No. 51 OF 2015

Parties: Employers in relation to the management of

Canara Bank

AND

Their Workman.

Present : Justice K. D. BHUTIA, Presiding Officer.

Appearance :

On behalf of Canara Bank : Miss Ashok Ghosh, Advocate & Miss. S. Ghosh, Adv.

On behalf of the Union. : Mr. U.D. Chatterjee, Advocate.

Dated 12 December,, 2022

AWARD

This is a reference case u/s 10(1)(d) of the Industrial Dispute Act referred by Ministry of Labour, Govt. of India vide Order No.L-12011/42/2015-IR(B-II) dated 03-08-2015 for determination of the following issue :-

“Whether the action of the management of Canara Bank is justified by transferring Sri Uday Chandra Ghosh, President of the Union without following guidelines of Posting & Transfer/Placement for Officers is legal and/or justified? If not, what relief the workmen are entitled to?

The Record shows, neither the Union who has espoused the cause of Sri Uday Chandra Ghosh, who appears to be an Officer of Canara Bank or the said employee Sri Uday Chandra Ghosh has failed to take any interest in prosecuting with the present proceeding after 10-09-2018 and they have failed to appear before this Tribunal since 10-09-2018.

The documents which have been filed by the Management this day shows the incumbent was an Agricultural Extension Officer. So, question arises whether an Officer of the bank can claim to be a workman as defined in section 2(S) of the Industrial Dispute Act, 1947?

Be that as it may, it is a matter of common knowledge that Job of every officer of a nationalized bank is transferrable job and they can be transferred from one branch to any other branch situate in any place of India.

Therefore, this Tribunal holds that the dispute which has been raised by the Union on behalf of Sri Uday Chandra Ghosh, its President challenging his transfer from the branch where he was posted to another branch which might not have been a posting of his convenience appears to be a frivolous cause and such cause cannot be termed as an Industrial Dispute.

Further, the documents that have been filed by the Management this day shows the concerned employee has already retired from his service on 31-12-2019 on superannuation. Therefore, at this stage the dispute under reference becomes redundant.

Thus, Reference Case No. 51 of 2015 is dismissed without any cost. Award is passed accordingly.

Send copy of this award to the Govt. of India, Ministry of Labour for doing needful as per law.

Justice K. D. BHUTIA, Presiding Officer

नई दिल्ली, 10 अप्रैल, 2023

का.आ. 570.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार आई सी आई आई बैंक के प्रबंधतत्र, संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, कोलकता के पंचाट (01/2014) प्रकाशित करती है।

[सं. एल- 12025/01/2023 -आई आर (बी- I)-37]

सलोनी, उप निदेशक

New Delhi, the 10th April, 2023

S.O. 570.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 01/2014) of the Centr.Govt.Indus.Tribunal-cum-Labour Court Kolkata as shown in the Annexure, in the industrial dispute between the management of ICICI Bank and their workmen.

[No. L- 12025/01/2023 – IR(B-I) -37]

SALONI, Dy. Director

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT KOLKATA

Present : Justice K. D. BHUTIA, Presiding Officer

CGIT-01 OF 2014

Shri Pranab Sikdar

Applicant/Employee

Vesrsus

ICICI Bank Ltd. & Anrs

... Opp. Parties

Appearance : :

On behalf of the Appellant: Mr. A. Banerjee, Adv. & Mrs. A. Chatterjee, Adv.

On behalf of Opp.Party : Mr.A. Guha & Mrs.S. Mukhopadhyay, Advocate.

Date: 12th December, 2012.

AWARD

The facts as gathered from the materials on record in gist is that the applicant was appointed in the post of Junior Officer in ICICI Bank, a Non Nationalised Bank by issuing an offer letter dated 25-09-2010. His appointment was subjected to terms and conditions as mentioned in the said appointment letter at a monthly salary of Rs.15,412/- He was allotted Employee Code No.211687.

It has been alleged by the concerned employee that by issuing a letter dated 17-07-2013, he has been informed that his service was no longer required and directed him not to attend office w.e.f. 18-07-2013. He further alleged that he was terminated from the service by his employer without any rhyme and reason and without following

the procedural norms for termination of an employee in a private bank. That in order to terminate the service of an employee there has to be some kind of charges against him. The employee should have been given an opportunity of being heard against the charge but without adhering to the principle of natural justice he was illegally terminated from the service after serving the employer for three years. Therefore, he has prayed for his reinstatement with full back wages and with consequential relief.

The record shows initially the employer ICICI Bank was contesting the case by filing a Written Statement along with documents and where it has alleged that the service of the employee is liable to be terminated at any time during his service tenure, in the event of any breach of rules and regulations of the bank as applicable to the employee during the course of his employment and for misconduct.

That the concerned employee in the course of his duty had opened an A/c. in the name of one Sri Vikash Ranjan Verma, without following the mandatory process which are required to be followed for the purpose of opening an account which includes visiting and verifying the communication address of the prospective customer to ensure proper identity of such prospective customer and rule out possibility of any future and consequent misuse of such bank account if opened.

The customer Vikash Ranjan Verma, whose account was opened by the concerned workman had deposited a cheque No.632949 amounting to Rs.2,75,961/- drawn on State Bank of India and which was credited on July 18,2012. The said customer withdrew the entire amount through various ATMs. Subsequently, it was informed by the State Bank of India, the cheque no.632949 deposited by Vikash Ranjan Verma was a fraudulent instrument.

On causing enquiry it was found that Vikash Ranjan Verma was not a resident of the address provided in his Bank A/c. opening application and he was not contactable on the phone number given in the bank record. On causing internal enquiry it was detected Vikash Ranjan Verma could commit such fraud with the bank due to irresponsible and negligent conduct on the part of the concerned employee. Due to such incident the bank had not only suffered financial loss but also lost its reputation.

During internal inquiry the concerned workman in writing admitted the facts that he never visited the customer's communication address which he claimed to have verified along with the original documents submitted by the customer at the time of opening of the A/c.

Considering such misconduct on the part of the employee the bank terminated his service by issuing a letter dated 3rd July,2013 along with a banker's cheque for Rs.40,100/- equivalent to three months salary in lieu of three months notice as per employment terms applicable to him. The termination letter with the cheque were handed over to the employee personally on 17th July, 2013 in presence of the Cluster Manager and Regional Head Sales of ICCI Bank, but he refused to accept the same and as such the same were sent to him through Registered Post on 24th July, 2013,. The cheque was duly encashed by him on September 20, 2013 without any protest. Therefore, the bank has prayed for dismissal of the application under 2A sub section 2 of the Industrial Dispute Act, 1047.

However, at the time of final hearing the management failed to appear and contest the case. Thus present case has been proceeded as per rule 22 of Industrial Dispute (Central) Rules, 1957.

The concerned employee as Witness No.1 has filed documents namely his appointment letter dated 25-09-2010, the terms and conditions of his service including his pay structure, joining formalities with his pay statement, copy of letter dated 20-07-2013 written by him to Recruitment Service Group, HRMG, ICICI Bank Ltd., copy of postal receipt, copy of another letter dated 07-08-2013 addressed to the Manager, ICICI Bank, Calcutta along with copy of postal receipt, copy of letter dated 14-09-2013 to HRMG Recruitment Service Group, ICICI Bank Ltd., Mumbai along with copy of postal receipt, copy of letter addressed to ALC, Govt. of India dated 19-03-2014, copy of letter to Deputy Chief Labour Commissioner dated 28-08-2013, Xerox copy of his termination letter dated 3rd July, 2013 and certificate issued by ALOC, Central Calcutta under section 2A of the Industrial Dispute Act dated 06-08-2014 and which have been marked as Exhibit 1,2,3, 4,m 4A, 5, 5A, 6,6A, 7,8,9 and 10 respectively.,

The only question that requires determination in the present case is whether termination of the concerned Junior Officer and whose monthly salary is more than Rs15,000/- in 2013 is legal and valid?

The appointment letter *prima facie* proves that the present applicant employee was appointed in the post of Junior Officer but his appointment letter is totally silent about the nature of job he had to discharge as a Junior Officer of the employer bank. From the very facts that the concerned employee was assigned with the duty of opening of new Bank Accounts by the prospective customers it can be inferred that he used to discharge the function as that of a Clerk, though being a Junior Officer.

Be that as it may, that Exhibit-2 shows that the concerned employee joined the service of the ICICI Bank as a Junior Officer accepting the terms and conditions as stipulated in Exhibit-2. Exhibit-2 contains ground on which the service of the concerned employee was subject to termination. It provides that service of the concerned employee was

liable to be terminated at any time even after confirmation in the event of (1) any breach of the conditions mentioned in the letter of terms and condition and (2) any breach of the rules and regulation of the bank as applicable, but subject to 90 days notice or on payment of 90 days gross salary in lieu of notice period.

It is true that bank has failed to adduce any evidence in support of its contention made in the Written Statement, but the document Annexure-C dated 01.09.2012 that was filed by the bank *prima facie* shows the concerned employee in writing had admitted that while opening Bank Account of a customer named Vikash Ranjan Verma, by him he had only verified the documents filed by the said customer named Vikash Ranjan Verma and processed the account opening form without visiting the communication address of the said customer.

It is the case of the management that due to such irresponsible and negligent conduct on the part of the employee said Vikash Ranjan Verma could defraud the bank by depositing a cheque obtained fraudulently and manage to encash the fraudulently obtained cheque of Rs.2,75,961/- drawn on State Bank of India and withdrawing the entire amount immediately through different ATMs. Later on conducting internal enquiry it was detected that Vikash Ranjan Verma was not found in the address given in his application form or he was unable to contact on the phone number provided to the bank.

In view of Annexure C filed by the Bank, it cannot be ruled out that a fraudster could open an account with the Bank just because of the concerned employee's negligent or irresponsible conduct and who managed to defraud the bank by en-cashing a fraudulently obtained cheque of SBI. Had this concerned employee was sincere in discharging his duty and had properly verified the identity and the address of the said customer then employer bank would not have suffered a financial loss as well its creditability. Therefore, it cannot be ruled out the indulgence of this employee's in the alleged incident.

The Annexure-D filed by the bank further goes to show the concerned employee was given a cheque of Rs.42,100/- in lieu of three month notice on the day he was handed over termination letter on 03.07.2013 and which was duly credited in his account on 20-09-2013. Such very facts also shows that employee had accepted his termination letter and as such he had decided to encash the cheque of Rs.42,100/- which was given to him in lieu of three months notice as per the terms and conditions of his service and which he had accepted while joining the job.

However, following decisions have been referred on behalf of the concerned workman :-

1. H.D.Singh –vs – Reserve Bank of India, reported in 1985 LAB, L.C.1733.
2. Madhya Pradesh Karmachari Sangha –vs- Syndicate Bank & Anrs., reported in 1996 LAB L.C. 1161.
3. State Bank of India –vs- N. Sundarmaney, passed by Hon'ble Supreme Court in C.A. No. 933 & 934 of 1975 on 16-01-1976.
4. D.K. Yadav – vs- M/s. J.M.A.Industries Ltd. passed by Hon'ble Supreme Court in C.A. No. 166 (NL) of 1983 on 07-05-1993.
5. Bank of Baroda –vs- Ghemrabhai Harjibhai Kabari, reported in 2005 (ii) CLR 279.
6. Deepali Gundu Surwase –vs- Kranti Junion Adhyapak Mahavidyalay & Ors., reported in 2013, LAB IC. 4249.

From the above cited decisions it appears an employee cannot be terminated without being heard, without charge being framed against him or any department proceeding drawn against him.

In the present case the Annexure –C as discussed above *prima facie* shows that there was an internal enquiry about fraud being committed by a customer named Vikash Ranjan Verma and whose account was opened by the present employee. It appears that Vikash Ranjan Verma had opened an account with the ICICI Bank, in the branch where this employee was posted only for the purpose of getting the cheque of S.B.I. which he had fraudulently obtained encashed and managed to withdraw the entire amount within few days of encashment or clearance through different ATMs. The concerned employee by signing Annexure –C has admitted his fault of opening of the Account without physically verifying the address of the customer.

A question may arises, is it necessary for a bank employee to personally verify the address of the customer?

It is a matter of common knowledge that in order to open a bank account the customer has to file address proof document such as Aadhar Card, Voter I.D. Card and PAN Cards and without those documents it is not possible to open an account with the bank. Further, a new customer has to be identified by an existing customer of the bank.

In the present case it appears there was no due compliance of the above formalities for opening of a new Bank Account by the present employee while he opened an account of a fraudster named Viaksh Ranjan Verma as bank

was unable to trace the said fraudster after the fraud being committed by him in the address provided in his application.

That apart, when there is written admission of negligence and irresponsibility from the side of the employee, this Tribunal holds that there is no need to frame charge or cause a disciplinary proceeding against the admitted negligence or misconduct.

In view of the aforesaid discussion and considering the facts and circumstances of the case it appears the employer bank has terminated the service of the concerned employee after conducting internal enquiry for his negligent and irresponsible conduct for which the bank's credibility was put in stake and had also suffered financial loss.

Annexure-D shows that the concerned employee was paid three months salary in lieu of notice period and which he had accepted. Thus, this Tribunal holds that there was due compliance of section 25F of the I.D.Act and the concerned employee being retrenched as per the terms and conditions of his service stipulated in his appointment letter.

Therefore, this Tribunal does not find any illegality in the termination of the service of the concerned employee/ the applicant/petitioner by the employer ICCI Bank and do not find any reason to interfere with the decision taken by the employer. There is no merit in the present case u/s 2A of the Industrial Dispute Act 1947 and same is dismissed.

Accordingly, CGIT case no.01/2014 is dismissed, but without any cost.

Award is passed accordingly.

Justice K. D. BHUTIA, Presiding Officer

नई दिल्ली, 10 अप्रैल, 2023

का. आ. 571.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार बैंक ऑफ इंडिया के प्रबंधतत्र, संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/ श्रम न्यायालय, पुने के पंचाट (15/2012) प्रकाशित करती है।

[सं. एल- 12012/32/2012 -आई आर (बी- II)]

सलोनी, उप निदेशक

New Delhi, the 10th April, 2023

S.O. 571.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref.15/2012) of the Cent. Govt. Indus. Tribunal-cum-Labour Court Pune as shown in the Annexure, in the industrial dispute between the management of Bank of India and their workmen.

[No. L- 12012/32/2012 – IR(B-II)]

SALONI, Dy. Director.

ANNEXURE

IN THE INDUSTRIAL TRIBUNAL AT PUNE

REFERENCE (IT) NO. 15 OF 2012

The Zonal Manager,
Bank of India, Zonal Office,
Kolhapur Zone,
Kolhapur – 416002.

.... First Party

Versus

Manikrao Basappa. Kamble,
Kupwad, Tah. Miraj,
Dist. Sangli – 416425.

.... Second Party

CORAM :- SHRI. K.N. GAUTAM, PRESIDING OFFICER, INDUSTRIAL TRIBUNAL, PUNE.

APPEARANCES :- •Shri. P.P. Parab, Learned Advocate for the First Party.
•Shri. R.P. Shaligram, Learned Advocate for the Second Party.

AWARD

(Dated : 22nd February, 2023)

This is a reference made by Ministry of Labour, Government of India, New Delhi by its order dated 23.11.2022 for deciding the legality and justification of imposing the punishment of compulsory retirement from service with superannuation benefits on Shri. Manikrao Bassappa Kamble with effect from 09.11.2019.

Facts of the case of Second Party :

2. It is the case of the Second Party that it was working with First Party since 02.02.1983. The First Party is a nationalized bank engaged in the business of banking. The Second Party was illegally terminated from service on 09.11.2019 by imposing punishment of compulsory retirement from service. At the time of termination, the Second Party was working as Head Cashier-II at Atpadi Branch.

3. The Second Party contended that First Party issued charge-sheet dated 19.09.2009 to Second Party, to which the Second Party submitted its reply dated 13.03.2009. Mr. A.R. Kadam, the Chief Manager of First Party was appointed as Inquiry Officer. The Second Party has participated in inquiry with his representative Mr. A.B. Vartak. The First Party examined four witnesses and the Second Party examined two witnesses. Thereafter, Second Party submitted defence statement. The inquiry was concluded on 05.05.2009. The said inquiry was not legal, fair and proper and not held as per the principles of natural justice. The findings of the Inquiry Officer was provided to the Second Party vide letter dated 26.06.2009. The findings were totally erroneous. The Inquiry Officer had not considered the evidence of the Second Party and gave its findings to please the management of the First Party. The Second Party accordingly gave letter dated 06.07.2009 to the First Party. However, without considering the same the First Party issued show cause notice dated 21.10.2009 to which the Second Party submitted his reply dated 03.11.2009. The Second Party without considering the same issued punishment order dated 09.11.2009 imposing the punishment of compulsory retirement from service. The Second Party contended that the charge-sheet issued was false and illegal, and the punishment issued on the basis of findings of Inquiry Officer are disproportionate. The Second Party is unemployed since the date of termination. It is prayed that Second Party be reinstated in service with continuity of service and full back wages from the date of termination till actual date of reinstatement.

Facts of the case of the First Party :

4. The First Party filed its written statement at Exh.C-6 and denied all the contentions of the Second Party. It contended that the First Party while working as Head Cashier-II in branch of Atpadi made payment against bearer cheque no. 7880 of CC A/c No. 70 maintained in the name of M/s. Maharaja Krishi Bhandar of Rs. 50,000/- on 20.02.2008. The record shows that the actual payment made to the customer was Rs. 50,000/-. However, the Second Party inserted amount of Rs. 70,000/- in the system thereby debited an extra amount of Rs. 20,000/- from the account of customer. The Second Party did not report any excess cash on that day. Mr. A.V. Mane, Proprietor of M/s. Maharaja Krishi Bhandar visited the bank and inquired about its transaction on 25.02.2008 and at that time, the First Party came to know about the aforesaid facts. After verifying the cheque wrongly posted as Rs. 70,000/- instead of Rs. 50,000/- and after verifying all the cash receipts/payment vouchers of 20.02.2008, the Second Party admitted his mistake and agreed to make good the loss from his own pocket. But, by keeping the customer waiting for 41 days the Second Party ultimately returned the amount on 08.04.2008. Thus, it is clear that the Second Party has got excess cash of Rs. 20,000/- on 20.02.2008 itself, but he has deliberately not brought it to the notice of the branch officials and misappropriated the amount.

5. The First Party contended that Mr. M.R. Gosavi, Senior Manager done investigation in said matter and submitted his report dated 11.04.2008. In his report, he has categorically mentioned that the Second Party got excess cash on 20.02.2008 itself and intentionally kept the same with himself and returned the same when the matter came to light. He proposed departmental inquiry against the Second Party. Accordingly, the Vigilance Department of the First Party gave instruction to initiate disciplinary action against Second Party. Then, the charge-sheet dated 19.02.2009 was served to the Second Party on 26.02.2009. Mr. A.R. Kadam, Chief Manager of Karad branch was appointed as Inquiry Officer. The preliminary hearing was held on 13.03.2009 and regular hearings were held on 25.03.2009 and 05.05.2009. After completion of inquiry, the Inquiry Officer submitted his findings dated 24.06.2009 and he observed that the charges levelled against the Second Party are proved. On the basis of findings of Inquiry officer, the Vigilance Department vide letter dated 22.08.2009 directed that the punishment of compulsory retirement with

superannuation benefits be imposed on the Second Party. Accordingly, show cause notice dated 21.10.2009 was issued to the Second Party and he was offered personal hearing on 03.11.2009 to show cause as to why the proposed punishment should not be imposed on it. The disciplinary authority after hearing Second Party and after considering all points, imposed punishment of compulsory retirement from service with superannuation benefits vide order dated 09.11.2009. The Second Party preferred appeal against said order which was dismissed by Zonal Manager vide order dated 04.03.2010 and confirmed the order of punishment imposed on Second Party.

6. The First Party contended that during departmental inquiry the Second Party was provided an opportunity of adducing evidence and the said inquiry was held as per the guidelines laid down in bipartite settlement dated 10.04.2002. The Inquiry Officer followed all the laid down procedure prescribed under disciplinary action for gross misconduct as stated in Memorandum of Settlement dated 10.04.2002 on disciplinary action and procedure. The Inquiry Officer also followed the principles of natural justice and on the basis of documentary evidence came to the conclusion that charge of misappropriation of excess cash of Rs. 20,000/- was proved. The punishment of Second Party has been decided based on documentary as well as oral evidence. Lastly, it is prayed that the statement of claim may be rejected.

7. In view of rival pleadings of both the parties, my learned predecessor framed issues vide Exh. O-7. The said issues are reproduced here-in-below with my findings thereon for reasons to follow :-

<u>ISSUES</u>	<u>FINDINGS</u>
1. Whether the inquiry conducted against the Second Party was legal, fair and proper?	Already decided vide order dated 17.12.2022.
2. Whether the findings of the Inquiry Officer were based on evidence?	Already decided vide order dated 17.12.2022.
3. Whether the punishment imposed upon the Second Party was shockingly disproportionate ?Yes.
4. Whether the First Party was justified in imposing punishment of compulsory retirement from service with superannuation benefits on Second Party ?No.
5. Whether the Second Party is entitled for reinstatement with continuity of service and full back wages ?Yes.
6. What order?As per final order.

REASONS

8. In the instant case, after filing of reference, both the parties appeared. The statement of claim was filed by the Second Party on 16.6.2015 and the First Party filed written statement on 3.9.2018. The issues were framed on 2.11.2018 at Exh. O-7. My learned predecessor vide order dated 21.02.2022 below Exh. C-9 recasted the issues and held that the Issue Nos. 1 and 2 framed below Exh. O-7 will be tried as preliminary issue. In the meanwhile, the Second Party filed affidavit of examination in chief on 10.10.2017 and as the First Party failed to cross examine the Second Party, hence the matter proceeded without cross examination of the First Party. However, vide order dated 26.04.2019, the no cross order was set aside and the First Party was cross examined by the Second Party on 26.04.2019. Thereafter, the witness of the First Party was examined on 26.04.2019 and cross examined on 27.02.2020. Thereafter, the First Party remained absent continuously. Hence, notice was issued to the First Party, which was received by it as per postal acknowledgment at Exh. O-11. However, it remained absent. Thereafter, preliminary issues were decided vide order dated 17.12.2022 and it is held that the departmental inquiry conducted against the Second Party was not legal, fair and proper and the findings of the Inquiry Officer are perverse and not based on the evidence brought before him. By said order, the First Party was given opportunity to lead evidence if any

to prove the misconduct of the Second Party. However, no evidence lead by the First Party in this regard. Hence, the evidence of the First party was closed and the matter was put up for evidence of the Second Party vide order dated 04.01.2023 below Exh. O-1. Thereafter, the Second Party lead evidence by filing his affidavit of examination-in-chief on 09.02.2023. However, the First Party failed to cross examine the Second Party even after grant of reasonable chances, hence the matter was fixed for argument on 21.02.2023.

As to Issue Nos. 3 to 5 :

9. In view of the order dated 17.12.2022, now it is duly proved that the inquiry conducted against the Second Party is not legal, fair and proper. It is also decided that the findings of the Inquiry Officer are not based on the evidence brought before him. There is nothing on record to show that said order is challenged by the First Party. Hence, the order dated 17.12.2022 attained finality and the findings given below preliminary issue became final.

10. The First Party failed to lead any evidence in Court to prove the misconduct of the Second Party even after grant of reasonable chances. Thus, there is absolutely no evidence on record to prove the misconduct of the Second Party. On the other hand, the Second Party i.e. Manikrao Kamble deposed in his evidence at Exh. U-29 that management of the First Party issued show cause notice dated 21.10.2009 for imposing punishment of compulsory retirement, which was replied by him by reply dated 03.11.2009. He deposed that without considering his reply, the First Party issued him the punishment order dated 09.11.2009. He specifically deposed that the punishment issued to him is disproportionate and liable to be set aside.

11. It is already proved and decided that the departmental inquiry held against the delinquent i.e. Second Party was not fair, legal and proper and the findings of the Inquiry officer are perverse and not based on evidence brought before him. So, obviously, the punishment of compulsory retirement from service imposed on Second Party based on such departmental inquiry which is not fair, proper and legal and when the findings of the Inquiry Officer are not based on evidence brought before him, is shockingly disproportionate. As already discussed that no evidence lead by the First Party in Court to prove the misconduct of Second Party. So, certainly, the misconduct of the Second Party is not proved though alleged. Therefore, in such circumstances, when misconduct is not proved then question of imposing any punishment for misconduct did not arise. Therefore, the First Party is not justified in imposing the punishment of compulsory retirement from service with superannuation benefits on Second party for the alleged misconduct which is not proved to be committed by the Second party. Hence, in such circumstances, the Second party is certainly entitled for reinstatement with continuity of service and full back wages as prayed by him. I therefore, answered Issue Nos. 3 and 5 in the affirmative and the issue No.4 in the negative.

12. In the result, I pass following order :-

ORDER

- The reference is answered in the affirmative.
- The First Party is hereby directed to reinstate the Second Party in service with continuity in service and full back wages from the date of its termination till actual date of reinstatement.
- No order as to the costs.
- The copy of Award be sent to the appropriate Government for its publication.

K. N. GAUTAM, Presiding Officer

नई दिल्ली, 11 अप्रैल, 2023

का. आ. 572.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार भारतीय स्टेट बैंक के प्रबंधतत्र, संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं 2 धनबाद के पंचाट (106/2004) प्रकाशित करती है।

[सं. एल- 12012/103/2004 -आई आर (बी- I)]
सलोनी, उप निदेशक

New Delhi, the 11th April, 2023

S.O. 572.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref.106/2004) of the Cent.Govt.Indus.Tribunal-cum-Labour Court No.2 Dhanbad as shown in the Annexure, in the industrial dispute between the management of State Bank of India and their workmen.

[No. L- 12012/103/2004 – IR(B-I)]

SALONI, Dy. Director.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO.2), AT DHANBAD.

PRESENT

Dr.S.K.Thakur,

Presiding Officer.

In the matter of an Industrial Dispute under Section 10(1) (d) of the I.D. Act., 1947.

REFERENCE NO 106 OF 2004.

PARTIES: : Sh.Ram Chandra Mallick Dom,
Jagir Tola Chandni Chowk,
Village & PO: Bihat,Brauni,
Distt: Begusarai,Bihar,
Begusarai,

Vs.

The Chief General Manager,
State Bank of India,
LHO, Patna Bihar.

&

The Branch Manager,
State Bank of India,
Bihat Chandani Chowk,
Begusarai, Bihar

Order No. L-12012/103/2004-IR(B-I) dt. 20.08.2004.

On behalf of the workman/Union : Mr.S.K.Verma, Ld. Advocate

On behalf of the Management : Mr.D.K.Verma, Ld. Advocate

State **Jharkhand** **Industry**
:Banking

Dated, Dhanbad, the 26th December, 2022

AWARD

The Government of India, Ministry of Labour, in exercise of the powers conferred on them under Sec.10(1)(d) of the I.D. Act.,1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-12012/103/2004-IR (B-I) dt. 20.08.2004.

SCHEDULE

“Whether the action of the Management of State Bank of India in terminating the services of workman Sh. Ram Chandra Mallick Dom instead of regularizing him on completing 240 days of continuous service in each calendar year for more than 8 years in the Bihat Chandi Chowk Branch of State Bank of India, Begusarai Bihar is legal and justified ? If not, to what relief the workman is entitled to?”

1. On receipt of the **Order No. L-12012/103/2004-IR (B-I) dt. 20.08.2004** of the reference from the Government of India, Ministry of Labour & Employment, New Delhi for adjudication of the dispute, it was registered as Reference case No. 106 of 2004 on 15.09.2004 and accordingly an order to that effect was passed to issue notices through the Registered Post to the parties concerned, directing them to appear before the Tribunal on the date fixed and to file their written statements along with the relevant documents. In pursuance of the said order, notices by the Registered Post were sent to the parties concerned.

2. The brief facts as narrated by the workman in the Written statement of claim as details below:

- i) That the petitioner comes within the category of oppressed class called as Scheduled Caste having privileges enshrined in the constitution of India under which the Indian system and democracy works and the petitioner stands by the provisions contained in his favour and the OP being so much of strength cannot take away them under the system of Rule of law.
- ii) But it is admitted case of the O.P. vide para-4 of the reply submitted to the A.L.C., Patna on 20.01.2004 tagged as Annexure-I herewith as to this written statement that the petitioner worked for cleaning the Branch premises of Bihat Chandi Chowk Branch from 1985 to 1994 i.e. eight years. But it is not correct statement of the O.P. that he was working as a Casual Labour. In fact he worked continuously for all those period without break and to deprive the benefit accruing to the poor workman petitioner of the benefit accruing out of the continuous working of two forty days. Such unreliable, arbitrary and wrong statement has been made by the O.P. The petitioner being not in such a position to know all about the realities of the matter could not get the matter in the proper dimension and kept on working for such a long period with the great hope and as assured by the O.P. that he will be regularized in the job.
- iii) That the contention of the petitioner gets fortified from this fact that a new person namely Jai Narayan Paswan was appointed and made to join in 1995 and this poor petitioner had worked till 26.1.1995. This contribution as workman was well entertained and appreciated by the O.P. on auspicious day of 26.01.1995. But it was never expected by this poor petitioner that as soon as the flag hoisting ceremony on 26th January, 1995 will be over he will be asked by the Management that his service to the bank is terminated and in his place a new person will be taken in the service without any fault or anything against him and even without show cause notice. But it was never expected by this poor petitioner that as soon as the flag hoisting ceremony on 26th January, 1995 will be over he will be asked by the Management that his service to the bank is terminated and in his place a new person will be taken in the service without any fault or anything against him and even without show cause notice. This is a glaring example of arbitrariness and giving good bye to the provisions of Indian Constitution and Service Rules with this all hope of the petitioner shattered beneath the stroke of affluent management of O.P. The petitioner's contribution as workman for such a long period which kept him confined with hope to get his service regularized any moment as has been assured by Management O.P. it is noteworthy and a matter natural justice that when the post was sanctioned the first priority and option should have been given to the petitioner but to the contrary his service was terminated. In other words it is submitted that it is wrong statement of the O.P./Bank that there was not sanctioned post or vacancy for the post of Sweeper on which the petitioner was working as the vacancy and post was kept vacant and one Jai Narayan Paswan was employed after terminating the service of the petitioner against the service rule. The poor petitioner was subjected to a harsh punishment by O.P. against all the norms.
- iv) But the statement and plea taken by the O.P. Bank that the petitioner's claim is not maintainable for being a "stale" claim in view of the same being the ten years old and wrongly took shelter of apex Court judgment referred as "Neduqunddi Bank Ltd. Case". The ruling and the principle propounded by the Hon'ble Supreme Court in the said Judgment is not applicable in this case. In fact, in the facts and circumstances of the case the petitioner ever within his limited circumstances has been knocking the door of authorities including the statutory authority of National Human Right Commission as regards injustice with the demand of getting justice within his limited resource. The letter issued by National Human Right Commission dt.21.06.2000 which is annexed as Annexure-II to this written statement clearly breaks the very roots of the plea of the O.P. of "Stale Claim". It will not be out of place to mention here that Government of India, Ministry of Labour vide letter dt.20.08.2004 took the issue of petitioner's termination as Industrial dispute between the Management of SBI and workman Ram Chandra Mallick Dom (Sweeper) over denial of regularization and illegal termination of service. The said letter is annexed herewith as Annexure-III. The matter was taken up by the Assist. Labour commissioner in conciliation and after the failure of conciliation only the matter has been referred to this Hon'ble Court for proper justice. The Annexure-IV the failure of conciliation report dt. 16.03.2004 and a letter of Asstt. Labour Commissioner, Patna dt.25.09.2003 Annexure-V will further support the contention of the petitioner and hollowness of the O.P. besides the other available documents will also support the petition.

It is not the correct statement of the O.P. that he did not take step. In fact the petitioner has been attempting all through the period after termination of his service from door to door and in fact assurances have been given by the various authorities that his case will be considered in the correct prospective. Hoping and believing them the petitioner reasonably kept on waiting for some time and having no way out started taking steps against his injustice as a result of which the present proceeding is before this learned Court as his and his entire family members hope have been shattered by the O.P. and still the petitioner has hope in getting justice.

The petitioner is ready to substantiate his case both with the help of documentary and oral evidence in the court to the best satisfaction of the court and this will prove that the plea of OP Bank falls to the ground.

- v) That admittedly the bank in the inception on 02.10.1975 and hence forth both number of staffs and the area of premises of the Bank kept on highly increasing that is from about 400 Square feet to 3600 Square feet so far area is concerned.
- vi) That it will be pertinent to mention here that the petitioner bases his case only on the provision on Constitution of India in fact with respect to article 14 & 19 upon which the O.P. Bank too relies upon as per O.P., Statement made in the petition of objection dt.20.01.2004 at para 5, besides the petitioner take shelter of other provisions of the Constitution of India including that of directive principles of state policy of which the OP. is subject to as well. The said petition dt.20.01.2004 is Annexure-VI to this W.S. and on application submitted to Asstt. Labour Commissioner Patna is annexed here with as Annexure VI.
- vii) That the OP Bank has acted most malafidely arbitrarily, illegally and against the natural justice as well in the matter of this petitioner and unnecessary a dispute has been raised under Industrial Dispute Act.
- viii) That the petitioner has bona fide claim to get his employment in the O.P.'s Bank and the Court be pleased to pass an appropriate order in favour of the petitioner directing the O.P. Bank to regularize the petitioner's service in the Bank with all compensation and the amount with effect from the date of termination of the petitioner.

3 Per contra, the OP/Management came forward to defend the case by filing counter claim on the written statement for claim so filed by the workman with such narrative :-

- I) That the aforesaid reference is not legally maintainable, vague and bad in the eye of law.
- II) That the dispute is an individual dispute and not an industrial dispute, and hence outside the purview of I.D.Act.1947.
- III) That the person concerned cannot raise dispute under Sec.2-A of the I.D. Act.1947, as the said provision is available to an individual workman only and not to an outsider like the persons concerned.
- IV) That the instant dispute has been raised after ten years, and hence the same has become hopelessly stale by lapse of time, and this suffers from latches of delay.
- V) That without any prejudice to the submissions made in the foregoing paragraphs, but strongly relying on the same, it is submitted that the person concerned was never an employee of State Bank of India at any time, and hence he is not workman as defined under Industrial Disputes Act 1947.
- VI) That no employer employee relationship exists between the employers and the person concerned.
- VII) That the persons concerned was neither appointed by State Bank of India in any capacity, nor paid any wages by State Bank of India which derives strength from the fact, that the designation under which the person concerned alleged to have worked has not been mentioned in the terms of reference. ‘
- VIII) That it is relevant to mention here that in case of vacancies, the same has to be filed up after observing the procedures of recruitment as prescribed under the Rules/Regulation of State Bank of India, and nobody is empowered to engage or deploy any person directly at his sweet will.
- IX) That the Branch of the Bank at Bihat Chandi Chowk was earlier a pay office only having 400 sq. ft. of space having three staff, and the said pay office was upgraded to status of a Branch on 2.12.81 with staff strength of which increased to 8 in 1994. There was no sanctioned vacancy of sweeper. In order to keep the small space clear the person concerned as engaged sometimes on daily basis from 1986 to 1994 only to perform part time job which was highly casual in nature and used to be paid some amount which was agreed upon by the person concerned. Sometimes the person concerned used to be engaged in some extra work which occurred temporarily which is not incidental to or connected to Banking operation on contract basis temporarily, for which he used to be paid the contractual amount as agreed upon by both the parties.

- X) That the aforesaid engagement does not entitle him to be treated as regular employee and workman of the Bank and does not confer on the person concerned any right to claim regularization of the Bank.
- XI) That in the light of above submissions the person concerned was never terminated by the Bank and cannot claim regularization in service.

In rejoinder both the litigant parties under Reference refuted claims of each other with reiteration to stand by the statement /claim taken by them as just fair and proper.

4. On scrutiny of record further reveals that the Union /Petitioner appeared through Ld. Advocate Mr. M.K.Pathak filed list of the documents with copies thereof in order to substantiate workman's contention before the Court on the matter .

- i) Xerox copies of Certificate of service rendered by the workman to be issued by the Manager, Bihat Chandani Chowrk Branch in five pages but not exhibited
- ii) Petition or recalling the original certificate dt. 09.09.2005 of service issued by the Management of Bihat, Chandi Chowrk Branch, Begusarai but not exhibited.

5. Though hearing of the case matter was resumed again on 03.02.2021 and copy of served upon in presence of the Ld. Advocate appearing on behalf of the workman made pleading for more time to file rejoinder /supplementary reply. On 03.08.2021 Ld. Advocate of the workman took plea to plead the Written Statement of claim filed by the workman to be treated as Written Argument on behalf of the workman and not confronted over the issue of the Management's contention and stand. Workman argument is restricted to written Statement of workman only talks about constitutional right and application to Human Rights Commission on being oppressed class person than the claim under the Industrial Dispute.

6. The written statement of the workman exclusively deals with constitutional right to be absorbed regularly unilaterally on sides and application to the human Rights Commission being the claim an from the category of oppressed class had nothing to do with the present fact of the case and under the domain of the Industrial Dispute Act to be granted any relief. The workman concerned did not show any engagement letter of the State Bank of India in course of hearing nor did disclose the post or designation under which he used to work which derives strength itself from the fact of hollowness of the factum. The period disclosing the how many years the petitioner was in service worked with the Bank Management against any sanctioned posts is not available .Simultaneously whether the workman is having qualification in terms of statutory recruitment rules for the post. Accordingly, the Tribunal finds no impediment in holding that the petitioner has tried to establish by cogent and consistence evidence of his engagement as Sweeper under the OP/Bank but could not clarify that his service was utilized against any sanctioned post he had worked for how many years.

7. The OP/Management on its behalf stated that it is materially important and relevant factual submission made by the O.P./Management in counter written statement. The same is reproduced below for ready reference and record:

- a) *"That the Branch of the Bank at Bihat Chandani Chowk was earlier a Pay Office only having 400 Sq. ft. of space having 3 staff ,and the said office was upgraded to status of a Branch on 02.12.1981 with staff strength of which was increased to eight in 1994 . Sometimes on daily basis from 1986 to 1994 only to perform part time job which was highly casual in nature?"*
- b) *"There was no sanctioned vacancy of sweeper in order to keep small space clear the person concerned was engaged only to perform part time job which was highly casual in nature and used to be paid some amount which was agreed upon by the person concerned. Sometimes the person concerned used to be engaged in some extra work which occurred temporarily which is not incidental or connected to Banking operation on contract basis temporarily, for which he used to be paid the contractual amount as agreed upon by both the parties.*
- c) *In the case of Uma Devi the Hon'ble Supreme Court have held that the people who are appointed on temporary and casual basis without following proper procedure cannot claim absorption regularization since the same is opposed to the policy of Public employment. But this is not a case of claiming automatic regularization or absorption. The Claimant of this proceeding just ventilated his grievance since he was deprived of fair deal by the OP/Management due to unfair labour practice. It is also an admitted state of fact that no appointment letter was ever issued by the OP/Management to the claimant."*

8. Advancing the argument over the contention of the case as the subject matter the O.P./Management cited and placed on record a series of the Hon'ble Apex Court Judgments which are as follows:

- i) Himanshu Kumar Vdidyarthi Vs. State of Bihar 1997 LAB IC 2075 (AIR 1997 SC 3657)

- ii) Director, Institute of Management Development ,U.P. Vs. Smt. Pushpa Srivastava (AIR 1992 SC 2070)
- iii) Hon'ble Supreme Court in the State of Orissa Vs. Mamata Mohanty,(2011) (3) SCC 436
- iv) M.P. State Coop Bank Ltd. Vs. Nanuram Yadav as under (2007)1 SCC 408
- v) State of Karnataka Vs. Uma Devi (2006)(4) SCC 1
- vi) The Hindustan Aeronautics Ld. Vs. Dan Bhadur Singh retd in 2007 (6) SCC 207

9. Through the Hon'ble Jharkhand High Court Judgment in the L.P.A. No. 268 of 2012 the O.P./management has cited very important pleading .The relevant extract of this judgment is reproduced below for ready reference

“Be that as it may, even assuming without admitting that this appellant has worked more than 240 days in couple of years ,then also, his services cannot be regularized 240 days working is not a magic wand which converts illegal appointment into the legal appointment. In fact 240 days working has nothing to do with the regularization at all 240 days has got reference under Sec.25-B of the Industrial Disputes Act. 1947 for calculation of continuous years of service and nothing beyond that. Unnecessarily several time the Labour Court or the Industrial Courts are committing an error that if any worker has completed 240 days their services should be regularized .In fact there is no casual connection at all between the working of 240 days and right of regularization. Illegality in the appointment cannot be diluted by the working of 240 days. Illegality in the appointment continues, even if worker has worked for 240 days.”

The Hon'ble Jharkhand High Court has been further pleased to hold as following through the same judgment

“Whenever any employment is given unauthorisedly, in the Respondent UCO Bank ,Hirapur, Dhanbad ,such type of employment cannot be converted into a regular employment unless there are rules for regularization or scheme for regularization .In the facts of the present case, there are no rules of regularization nor there is any scheme of regularization floated by the UCO Bank. In absence of such type of law, the charity shown by the Court will be cruelty to others. If such type regularization is allowed by the Courts. It will provide encouragement to those who are adorning high ranking administrative position to give illegal appointment and later on to get them regularized by the orders of the Courts. A thing which cannot be done directly can never be done indirectly. If no employment can be given without there being any advertisement and without there being any recruitment process, the Court cannot be party to illegal regularization of such employee.”

In view of such fact and in view of the decision of Hon'ble Supreme Court and Hon'ble Jharkhand High Court it is settled that the workman is not entitled for regularization.”

10. As a matter of fact the workman on his behalf did not counter the contention of the Management based on the argument and citation of the judgment whereas the workman was served on 03.02.2021 copy of the argument in the presence of the Ld. Advocate representing the workman during the hearing on 03.02.2021 .Contrary to it the workman prayed for time to file rejoinder/supplementary reply rather in subsequent hearing fixed on 03.08.2021. No direct confrontation on the contention of the Management coupled with Apex Court several judgments undeniably had visibly weaken the claimant's demand and the workman does not qualify for grant of relief. But there is no materials on record the elaborate procedure of identification of sanctioned post and detailed advertisement inviting application from temporary employees/case applications from temporary employees/casual workers are some the claimant avail that opportunity or not. The period how many years the petitioner was in service worked with the Bank Management against any sanctioned posts or not .Or whether the workman is having qualification in terms of statutory recruitment rules for the post. Accordingly, the Tribunal finds no impediment in holding that the petitioner has established by cogent and consistence evidence of his engagement as Sweeper under the OP/Bank but could not clarify that his service was utilized against any sanctioned post or for how many years.

11. Through the materials on record as evident from the claim of workman's rendering service to the OP/Bank since 1986 to 1994 is irrefutable fact over which both the parties is of unambiguously agreeable .To support the stand they have also filed documents showing he has worked in the year 1986 for 300 days, in the year 1987 for 300 and in 1988 for 300 days and from 1989 to 1994 1806 days in the capacity of Sweeper **under the Caption of Certificate of Temporary Service on Daily Wage Basis with Seal and Signature of Branch Manager**.The Tribunal finds no impediment in holding that the petitioner has tried to establish by cogent and consistence evidence of his engagement as Sweeper under the OP/Bank. But the same does not confer on workman right to claim for regularization in Bank. The workman have every reason to show that Bank took service of the workman in exigency but termination does not seem to have made in accordance with the provisions under Sec. 25-F the Industrial Dispute Act. The workman claimed to have rendered service 300 days in 1986,300 in 1987 ,300 days in 1988 and 1806 days from 1989 to 1994 which was issued by the Branch concerned under its signature with seal of

the Bank. So, it is established that workmen have completed more than 240 days in 1986, 1987 and 1988 consecutively. Thus, the undisputed and uncontested documentary evidence adduced by the claimant led to a conclusion that the workman was working with the OP/Management for the period as adduced

12. Thus on considering the whole materials of fact and no confrontation by the workman side on the key issue on merits as adduced by the Management and in the background of citation of a series of the Apex Court Judgments and Hob'ble High Court ,Ranchi judgment over the matter, the Tribunal holds the opinion that appointment made without holding a proper selection do not give right for consideration for being regularized in casual or temporary nature of work in contradiction of provisions where all eligible candidates do not get fair chance to compete. In the above parameter the workman could not qualify himself to be granted any relief. Such illegality cannot be cured by taking recourse of regularization. So the workman is not entitled for grant of any relief as sought for.

Dr. S. K .THAKUR, Presiding Officer

नई दिल्ली, 12 अप्रैल, 2023

का. आ. 573.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ई.सी.एल. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण—सह-श्रम न्यायालय, आसनसोल के पंचाट (संदर्भ संख्या 135/1999) को प्रकाशित करती है, जो केन्द्रीय सरकार को 12.04.2023 को प्राप्त हुआ था।

[सं. एल-22012/208/99-आई आर (सी.एम- II)]

मणिकंदन. एन, उप निदेशक

New Delhi, the 12th April, 2023

S.O. 573.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 135/1999) of the Central Government Industrial Tribunal-cum-Labour Court, Asansol as shown in the Annexure, in the industrial dispute between the Management of E.C.L. and their workmen, received by the Central Government on 12/04/2023

[No. L-22012/208/99 – IR(B-II)]

MANIKANDAN. N , Dy. Director.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, ASANSOL

Present : Shri Ananda Kumar Mukherjee, Presiding Officer CGIT-cum-LC, Asansol

REFERENCE NO. 135 OF 1999

PARTIES : Dependent of Sh. Jadu Ram

v/s

Management of Bankola Colliery of M/s. ECL

REPRESENTATIVES :

For the Management of ECL: Mr. P. K. Das, Learned Advocate

For the union (Workman): Mr. Rakesh Kumar, President, Koyala Mazdoor Congress

INDUSTRY: COAL

STATE : WEST BENGAL

Dated : 12.01.2023

AWARD

In exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Dispute Act, 1947, the Central Government through Ministry of Labour vide its order

No. L- 22012/208/99/IR(CM-II) dated 31/08/1999 has been pleased to refer the following dispute between the employers, i.e. the Management of Bankola Colliery of M/s. ECL and their workman for adjudication by this Tribunal.

SCHEDULE

“Whether the action of the management of Bankola Colliery of M/s. ECL in not providing employment to the dependent of Sh. Jadu Ram, workman as per clause 9.4.3. of NCWA-IV is legal and justified? If not, to what relief the workman is entitled?”

1. After receipt of order No. L-22012/208/99/IR(CM-II) dated 31/08/1999 of the aforesaid Reference framed by Ministry of Labour, Government of India, New Delhi for adjudication, a Reference case No. 135 of 1999 was registered on 04/10/2001. Notices were issued to parties under registered post directing them to appear and file their written statements along with relevant documents and respective list of witnesses they would like to rely upon.

2. Initially, on 31/07/2002 a No Dispute Award was passed as no written statement was submitted by the parties. On 05/09/2002 at the instance of the workmen's union a Misc. case 08 of 2002 was started. On 01/03/2005 the application for restoration was allowed and the No Dispute Award was set aside with a cost of Rs. 50/-. The Reference case was restored to its original number and file. The workmen's union filed written statement on 03/05/2005 and the Management filed written statement on 08/02/2016 after eleven years. Evidence was adduced by Jadu Ram who was cross-examined on behalf of the Management on 05/04/2016. Opportunity was given to the Management to adduce evidence but they declined.

3. Case was taken up for final hearing on 10/01/2023. Mr. Rakesh Kumar, the union representative argued that Jadu Ram was a permanent employee of M/s. ECL. He was declared medically unfit w.e.f. 29/04/1991. The dependent son, Ramesh Ram applied for employment. The proposal was sent from the colliery level to the Area office after necessary screening. The Area office after conducting screening and medical examination declared him fit for duty but no employment was provided to the dependent of the employee in terms with clause 9.4.3 of NCWA-IV. On several occasions, prayer was made before the Management of M/s. ECL for providing employment but no heed was paid. It is the case of the petitioner that the dependents have no source of income and are facing starvation with family for which the dependent son should get an employment. In this case, Jadu Ram has been examined as WW-I. In the course of cross-examination, the witness denied that his son was not entitled to get employment under the company as per provisions of NCWA-IV.

4. Mr. P. K. Das, learned advocate for ECL in reply argued that the Date of Birth of Jadu Ram as per 'B' Form Register is 01/07/1931 and his date of appointment was 06/01/1953. It is admitted that Jadu Ram was declared medically unfit w.e.f. 21/06/1991 as per letter No. BA/PO/A-II(20)1960 dated 10/13.6.1991 issued by Dy. P.M. Bankola Area. Learned advocate argued that the normal date of superannuation of Jadu Ram is 01.07.1991 but he was terminated on 21.06.1991 for being held medically unfit. Therefore, the dispute raised by the dependent of the workman for employment has no merit and the Management has not acted arbitrarily by not providing employment to the dependent of Ex-workman under the clause 9.4.3 of NCWA-IV. In the written statement the Management of ECL has urged that the Ex-Workman is not entitled to any relief as prayed for.

5. On perusal of records, it appears that Ex-workman Jadu Ram appeared before the Disablement Medical Board on 29/04/1991 and by office order dated 17/06/1991, the workman was declared medically unfit for duty and he was stopped from duty w.e.f. 21/06/1991. It would therefore, appear that Jadu Ram was declared medically unfit and stopped from his duty only ten days before his attaining the age of superannuation. The workman and his dependents did not suffer any major financial loss for termination of service of the workman just ten days before superannuation. Though there is a provision in NCWA-IV for providing employment to the dependent of the workman who is terminated on medical ground or died in harness, the employer certainly has discretion to adjudge whether the dependent of the employee who is terminated from service on medical ground should get the benefit of employment.

6. In my considered view, I do not find any arbitrariness on part of the Management in not providing employment to the dependent of the workman under clause 9.4.3 of NCWA-IV who has rendered service for entire tenure of his service career except ten days. The appropriate relief arising out of premature termination of service by ten days only is monetary compensation. Since, the workman has been terminated from service on medical ground ten days before superannuation, which according to office records is 01/07/1991, it is deemed appropriate, suitable and proper to award a compensation of one month's salary last drawn by the workman to the dependent of the workman at the relevant time. Reference case is accordingly disposed of.

Hence,

ORDER

The reference case is disposed of in favour of the dependents of the workman in part and Award be drawn up directing the Management of Bankola Colliery of ECL to pay a compensation amounting to one month's salary last drawn by Jadu Ram, the workman to his dependents at the relevant time. The Management of Bankola Colliery, ECL is justified in not providing employment to the dependent of Jadu Ram as per clause 9.4.3 of NCWA-IV. Award shall take effect within one month from the date of Notification. Let copies of this Award in duplicate be sent to the Ministry for information and necessary action.

ANANDA KUMAR MUKHERJEE, Presiding Officer

नई दिल्ली, 12 अप्रैल, 2023

का.आ. 574.—ऑद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ई.सी.एल. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण—सह-श्रम न्यायालय, आसनसोल के पंचाट (संदर्भ संख्या 32/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 12.04.2023 को प्राप्त हुआ था।

[सं. एल- 22012/5/2002-आई आर (सी.एम-- II)]

मणिकंदन. एन, उप निदेशक

New Delhi, the 12th April, 2023

S.O. 574.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 32/2002) of the Central Government Industrial Tribunal-cum-Labour Court, Asansol as shown in the Annexure, in the industrial dispute between the Management of E.C.L. and their workmen, received by the Central Government on 12/04/2023

[No. L- 22012/5/2002 – IR(CM-II)]

MANIKANDAN. N, Dy. Director.

ANNEXURE

**BEFORE THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL -CUM- LABOUR COURT,
ASANSOL.**

Present: Shri ANANDA KUMAR MUKHERJEE, Presiding Officer, C.G.I.T-cum-L.C., Asansol.

REFERENCE CASE NO. 32 OF 2002

PARTIES: Jangali Noniya

Vs.

Management of Girmint (R) Colliery of M/s. ECL

REPRESENTATIVES:

For the Union/Workman: Mr. Rakesh Kumar, President, Koyala Mazdoor Congress.

For the Management: Mr. P. K. Das, learned advocate.

INDUSTRY: Coal.

STATE: West Bengal.

Dated: 23.03.2023

AWARD

In exercise of powers conferred under clause (d) of Sub-section (1) and Sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), Govt. of India through the Ministry of Labour, vide its Order **No. L-22012/5/2002-IR(CM-II)** dated 14.08.2002 has been pleased to refer the following dispute between the employer, that is the Management of Girmint (R) Colliery of M/s. Eastern Coalfields Limited and their workman for adjudication by this Tribunal.

SCHEDULE

“ Whether the demand of the Koyala Mazdoor Congress from the Management of Girmint (R) Colliery of ECL that Sh. Jangali Noniya may be promoted/regularized as Armed Guard w.e.f. 11.8.99 is just, fair and legal? If so, to what relief is the workman entitled? ”

1. On receiving Order **No. L-22012/5/2002-IR(CM-II)** dated 14.08.2002 from the Govt. of India, Ministry of Labour, New Delhi for adjudication of the dispute, a **Reference case No. 32 of 2002** was registered on 10.09.2002 and an order was passed issuing notice to the parties through registered post, directing them to appear and submit their written statements along with relevant documents in support of their claims and a list of witnesses. Both parties appeared before the Tribunal through their authorized representatives.

2. Mr. P. K. Das, learned advocate appeared for the Management of M/s. Eastern Coalfields Limited. Mr. Rakesh Kumar, union representative filed a petition praying for closing the case of the workman on the ground that Jangali Noniya, ex-worker of Bhanora-Girmint (R) Colliery has died on 18.02.2019 and his son is not interested in proceeding with this matter before the Central Government Industrial Tribunal -cum- Labour Court, Asansol.

3. The application is moved. Heard union representative for the workman and learned advocate for the Management of M/s. Eastern Coalfields Limited. Since Jangali Noniya, the workman has expired, the question of his promotion or regularization as a matter of right does not exist. The Reference case is accordingly disposed of in the form of a **No Dispute Award**.

Hence,

ORDERED

that a **No Dispute Award** be drawn up in respect of the above Reference. Let copies of the Award in duplicate be sent to the Ministry of Labour and Employment, Government of India, New Delhi for information and Notification.

ANANDA KUMAR MUKHERJEE, Presiding Officer,

नई दिल्ली, 12 अप्रैल, 2023

का.आ. 575.—ओद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ई.सी.एल. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण-सह-श्रम न्यायालय, आसनसोल के पंचाट (संदर्भ सं. 04/2007) को प्रकाशित करती है, जो केन्द्रीय सरकार को 12.04.2023 को प्राप्त हुआ था।

[सं. एल- 22013/01/2023-आई. आर. (सी.एम- II)]

मणिकंदन. एन, उप निदेशक

New Delhi, the 12th April, 2023

S.O. 575.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 04/2007) of the Central Government Industrial Tribunal-cum-Labour Court, Asansol as shown in the Annexure, in the industrial dispute between the Management of E.C.L. and their workmen, received by the Central Government on 12/04/2023.

[No. L-22013/01/2023 -IR(CM-II)]

MANIKANDAN. N, Dy. Director

ANNEXURE**BEFORE THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL -CUM- LABOUR COURT,
ASANSOL.****Present:** Shri ANANDA KUMAR MUKHERJEE, Presiding Officer, C.G.I.T-cum-L.C., Asansol.**L. C. APPLICATION NO. 04 OF 2007****PARTIES:** Rajesh Sharma.**Vs.**

Management of Sodepur Central Workshop.

REPRESENTATIVES:

For the Union/Workmen: Mr. Sanjoy Kumar Sen, learned advocate.

For the Management: Mr. P. K. Das, learned advocate.

INDUSTRY: Coal.**STATE:** West Bengal.**Dated:** 22.03.2023**AWARD**

1. Instant application under section 33-C(2) of the Industrial Dispute Act, 1947 was filed by Rajesh Sharma, ex-employee of Sodepur Central Workshop of M/s. Eastern Coalfields Limited, praying for payment of allowance and wages during his period of suspension from service from 30.12.2005 to 26.03.2007.

2. Mr. P. K. Das, learned advocate for the Management of Sodepur Central Workshop of M/s. Eastern Coalfields Limited filed Vokalatnama. Rajesh Sharma, the petitioner appeared in person. Mr. Sanjoy Kumar Sen, learned advocate for the petitioner filed fresh Vokalatnama along with an application stating that the dispute between the applicant and the opposite party has been settled as such petitioner does not want to proceed further. Copy of the application has been served upon learned advocate for M/s. Eastern Coalfields Limited.

3. The case was fixed up on 22.02.2023 for hearing of argument. Application was made by the petitioner praying for recovery of dues from 30.12.2005 to 26.03.2007 i.e. during the period of his suspension from service. It appears from the averment in petition that Rajesh Sharma was in judicial custody during that period in connection with some criminal procedure due to which he was suspended. At this stage the petitioner does not want to press his claim in this case.

4. It also appears from a copy of judgment dated 29.04.2014 of Sessions Trial No. 124 of 2006 that Rajesh Sharma was given the benefit of doubt and was acquitted from charges under Sections 498A/306/406 of Indian Penal Code (IPC). It is submitted that the petitioner has been reinstated in service and is not inclined to proceed further. Under such facts and circumstances the L. C. Application is bereft of merit and dismissed.

Hence,

ORDERED

that an Award be passed rejecting the prayer for pay and allowance from 30.12.2005 to 26.03.2007. Copies of the Award in duplicate be sent to the Ministry of Labour, Govt. of India, New Delhi under section 33-C(4) of Industrial Dispute Act, 1947 for information and Notification.

ANANDA KUMAR MUKHERJEE, Presiding Officer

नई दिल्ली, 12 अप्रैल, 2023

का.आ. 576.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ई.सी.एल. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण-सह-श्रम न्यायालय, आसनसोल के पंचाट (संदर्भ संख्या 03/2019) को प्रकाशित करती है, जो केन्द्रीय सरकार को 12.04.2023 को प्राप्त हुआ था।

[सं. एल- 22012/154/2018-आई. आर. (सी.एम- II)]

मणिकंदन. एन, उप निदेशक

New Delhi, the 12th April, 2023

S.O. 576.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 03/2019) of the Central Government Industrial Tribunal-cum-Labour Court, Asansol as shown in the Annexure, in the industrial dispute between the Management of E.C.L. and their workmen, received by the Central Government on 12/04/2023.

[No. L-22012/154/2018- IR(CM-II)]

MANIKANDAN. N, Dy. Director

ANNEXURE

BEFORE THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL -CUM- LABOUR COURT, ASANSOL.

Present: Shri ANANDA KUMAR MUKHERJEE, Presiding Officer, C.G.I.T-cum-L.C., Asansol.

REFERENCE CASE NO. 03 OF 2019

PARTIES: Utpal Banerjee and 3 others.

Vs.

Management of Belbaid Colliery of M/s. ECL.

REPRESENTATIVES:

For the Union/Workmen: Mr. H. L. Soni, Asst. General Secretary, Koyala Mazdoor Congress.

For the Management: Mr. P. K. Das, learned advocate.

INDUSTRY: Coal.

STATE: West Bengal.

Dated: 20.03.2023

AWARD

In exercise of powers conferred under clause (d) of Sub-section (1) and Sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), Govt. of India through the Ministry of Labour, vide its Order **No. L-22012/154/2018-IR(CM-II)** dated 31.12.2018 has been pleased to refer the following dispute between the employer, that is the Management of Belbaid Colliery under Kunustoria Area of M/s. Eastern Coalfields Limited and their workmen for adjudication by this Tribunal.

SCHEDULE

“Whether the action of the Management of M/s. Eastern Coalfields Ltd. in relation to its Belbaid Colliery under Kunustoria Area in not considering promotions in respect of four workmen namely S/Shri (1) Utpal Banerjee, (2) Ram Krit Singh Yadav, (3) Sanjib Sil and (4) Amrit Chatterjee is just and legal? If not, to what relief these workmen are entitled to? ”

1. On receiving Order No. L-22012/154/2018-IR(CM-II) dated 31.12.2018 from the Govt. of India, Ministry of Labour, New Delhi for adjudication of the dispute, a **Reference case No. 03 of 2019** was registered on 24.01.2019 and an order was passed issuing notice to the parties through registered post, directing them to appear and submit their written statements along with relevant documents in support of their claims and a list of witnesses. Both parties appeared before the Tribunal through their authorized representatives.

2. The case was fixed up on 17.02.2023 for appearance of the workmen and filing of written statement. Mr. P. K. Das, learned advocate appeared for the Management of M/s. Eastern Coalfields Limited and filed written statement. Copy served upon Mr. H. L. Soni, representing Utpal Banerjee, Ram Krit Singh Yadav, Sanjib Sil, and Amrit Chatterjee.

Mr. Soni submitted that the concerned workmen do not want to proceed with this case any further as Utpal Banerjee and Ram Krit Singh Yadav have been promoted and two other workmen have superannuated.

3. No written statement has been filed by the workmen. The Management of M/s. Eastern Coalfields Limited filed written statement stating that out of four workmen Utpal Banerjee and Ram Krit Singh Yadav are still in the roll of the company and others have superannuated from service. It is further stated that Ram Krit Singh Yadav and Utpal Banerjee filed applications before the Management for withdrawing their case. Heard learned advocate and union representative. It appears to me that the contention of the workmen still on roll has been put to rest by the way of their promotions and no claim is made by the other two who retired from service. Under such circumstance, the Industrial Dispute is disposed of in the form of a **No Dispute Award**.

Hence,

ORDERED

that a **No Dispute Award** be drawn up in respect of the above Reference case. Let copies of the Award in duplicate be sent to the Ministry of Labour and Employment, Government of India, New Delhi for information and Notification.

ANANDA KUMAR MUKHERJEE, Presiding Officer

नई दिल्ली, 12 अप्रैल, 2023

का.आ. 577.—ओद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ई.सी.एल. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट ओद्योगिक विवाद में केन्द्रीय सरकार ओद्योगिक अधिकरण—सह-श्रम न्यायालय, आसनसोल के पंचाट (संदर्भ संख्या 01/2020) को प्रकाशित करती है, जो केन्द्रीय सरकार को 12.04.2023 को प्राप्त हुआ था।

[सं. एल- 22012/104/2019-आई. आर. (सी.एम- II)]

मणिकंदन. एन, उप निदेशक

New Delhi, the 12th April, 2023

S.O. 577.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 01/2020) of the Central Government Industrial Tribunal-cum-Labour Court, Asansol as shown in the Annexure, in the industrial dispute between the Management of E.C.L. and their workmen, received by the Central Government on 12/04/2023

[No. L- 22012/104/2019 – IR(CM-II)]

MANIKANDAN. N Dy. Director

ANNEXURE

**BEFORE THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL -CUM- LABOUR COURT,
ASANSOL.**

Present: Shri Ananda Kumar Mukherjee, Presiding Officer, C.G.I.T-cum-L.C., Asansol.

REFERENCE CASE NO. 01 OF 2020

PARTIES: Biru Bhuiya.

Vs.

Management of Khottadih Colliery of M/s. ECL.

REPRESENTATIVES:

For the Union/Workman: Mr. Budhan Keshri, learned advocate.

For the Management: Mr. Mani Padma Banerjee, learned advocate.

INDUSTRY: Coal.

STATE: West Bengal.

Dated: 23.03.2023

AWARD

In exercise of powers conferred under clause (d) of Sub-section (1) and Sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), Govt. of India through the Ministry of Labour, vide its Order **No. L-22012/104/2019-IR(CM-II)** dated 07.01.2020 has been pleased to refer the following dispute between the employer, that is the Management of Khottadih Colliery of M/s. Eastern Coalfields Limited and their workman for adjudication by this Tribunal.

SCHEDULE

“Whether the action of the Management delaying the matter and not processing the compassionate employment to Shri Biru Bhuiya S/o Late Kesho Bhuiya, Ex-Haulage operator of Khottadih Colliery of ECL is proper, Legal and justified? If not, what relief Shri Biru Bhuiya and legal heirs of late Kesho Bhuiya is entitled to?”

1. On receiving Order **No. L-22012/104/2019-IR(CM-II)** dated 07.01.2020 from the Govt. of India, Ministry of Labour, New Delhi for adjudication of the dispute, a **Reference case No. 01 of 2020** was registered on 15.01.2020 and an order was passed issuing notice to the parties through registered post, directing them to appear and submit their written statements along with relevant documents in support of their claims and a list of witnesses. Both parties appeared before the Tribunal through their authorized representatives.

2. Mr. Mani Padma Banerjee, learned advocate appeared for the Management of Khottadih Colliery. Mr. Budhan Keshri, learned advocate for the petitioner, Biru Bhuiya filed Vokalatnama as well as an application stating that the petitioner does not intend to proceed with this case. Copy of application is served upon the Management. Heard learned advocate.

3. Biru Bhuiya, the petitioner appeared and admitted that he does not want to proceed and the Industrial Dispute may be disposed of. No written statement has been filed by the workman. It appears to me that the workman is not inclined to proceed further with this case. Under such circumstance the Reference case is disposed of in the form of **No Dispute Award**.

Hence,

ORDERED

that a **No Dispute Award** be drawn up in respect of the above Reference. Let copies of the Award in duplicate be sent to the Ministry of Labour and Employment, Government of India, New Delhi for information and Notification.

ANANDA KUMAR MUKHERJEE, Presiding Officer

नई दिल्ली, 12 अप्रैल, 2023

का.आ. 578.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ई.सी.एल. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण—सह-श्रम न्यायालय, आसनसोल के पंचाट (संदर्भ संख्या 14/2018) को प्रकाशित करती है, जो केन्द्रीय सरकार को 12.04.2023 को प्राप्त हुआ था।

[सं. एल- 22012/3/2018-आई. आर. (सी.एम- II)]

मणिकंदन. एन, उप निदेशक

New Delhi, the 12th April, 2023

S.O. 578.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 14/2018) of the Central Government Industrial Tribunal-cum-Labour Court, Asansol as shown in the Annexure, in the industrial dispute between the Management of E.C.L. and their workmen, received by the Central Government on 12/04/2023.

[No. L- 22012/3/2018 -IR(CM-II)]

MANIKANDAN. N, Dy. Director

ANNEXURE

BEFORE THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL -CUM- LABOUR COURT, ASANSOL.

Present : Shri ANANDA KUMAR MUKHERJEE, Presiding Officer, C.G.I.T-cum-L.C., Asansol.

REFERENCE CASE NO. 14 OF 2018

PARTIES: Siw Fakan Ram

Vs.

Management of Shyam Sundarpur Colliery of M/s. ECL

REPRESENTATIVES:

For the Union/Workman: Mr. Rakesh Kumar, President, Koyala Mazdoor Congress.

For the Management: Mr. Indranil Ghosh, learned advocate.

INDUSTRY: Coal.
STATE: West Bengal.
Dated: 20.03.2023

AWARD

In exercise of powers conferred under clause (d) of Sub-section (1) and Sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), Govt. of India through the Ministry of Labour, vide its Order **No. L-22012/3/2018-IR(CM-II)** dated 22.03.2018 has been pleased to refer the following dispute between the employer, that is the Management of Shyam Sundarpur Colliery, Bankola Area of M/s. Eastern Coalfields Limited and their workman for adjudication by this Tribunal.

SCHEDULE

“Whether the action of the management of Shyamsundarpur Colliery, M/s. E.C. Ltd. by deduction of increment (SPRA) in respect of Sri Shivfekan Ram, U.G. Loader is legal and justified? If not, what relief the workman is entitled to and from which date ? ”

1. On receiving Order **No. L-22012/3/2018-IR(CM-II)** dated 22.03.2018 from the Govt. of India, Ministry of Labour, New Delhi for adjudication of the dispute, a **Reference case No. 14 of 2018** was registered on 02.04.2018 and an order was passed issuing notice to the parties through registered post, directing them to appear and submit their written statements along with relevant documents in support of their claims and a list of witnesses. Both parties appeared before the Tribunal through their authorized representatives. However, no written statement has been filed by any of the parties till date.

2. Mr. Rakesh Kumar, union representative is present and filed a petition along with a copy of Death Certificate of Siw Fakan Ram, the aggrieved workman in this Reference case. This reference case is pending since 02.04.2018. Representative of Shyam Sundarpur Colliery under Bankola Area of M/s. Eastern Coalfields Limited has not taken any step after Notice.

3. Mr. Rakesh Kumar in his application, filed today, submitted that Siw Fakan Ram expired on 17.08.2021 and his legal heirs are not interested in proceeding further with this Reference case. In view of the facts and circumstances the Reference case is disposed of in the form of a **No Dispute Award**.

Hence,

ORDERED

that a **No Dispute Award** be drawn up in respect of the above Reference. Let copies of the Award in duplicate be sent to the Ministry of Labour and Employment, Government of India, New Delhi for information and Notification.

ANANDA KUMAR MUKHERJEE, Presiding Officer

नई दिल्ली, 12 अप्रैल, 2023

का.आ. 579.—ओद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ई.सी.एल. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट ओद्योगिक विवाद में केन्द्रीय सरकार ओद्योगिक अधिकरण—सह-श्रम न्यायालय, आसनसोल के पंचाट (संदर्भ संख्या 50/2008) को प्रकाशित करती है, जो केन्द्रीय सरकार को 12.04.2023 को प्राप्त हुआ था।

[सं. एल- 22012/34/2008-आई. आर. (सी.एम- II)]

मणिकंदन. एन, उप निदेशक

New Delhi, the 12th April, 2023

S.O. 579.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 50/2008) of the Central Government Industrial Tribunal-cum-Labour Court, Asansol as shown in the Annexure, in the industrial dispute between the Management of E.C.L. and their workmen, received by the Central Government on 12/04/2023.

[No. L- 22012/34/2008 -IR(CM-II)]

MANIKANDAN. N, Dy. Director

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
ASANSOL**

Present : Shri ANANDA KUMAR MUKHERJEE, Presiding Officer

CGIT-cum-LC, Asansol

REFERENCE NO. 50 OF 2008

PARTIES : Swapan Mondal

v/s

Management of Neamatpur Central Excavation Store, M/s. ECL

REPRESENTATIVES :

For the union (Workman): Swapan Mondal (in person)

For the Management of M/s. ECL: Mr. P. K. Goswami, learned advocate

INDUSTRY: Coal

STATE : WEST BENGAL

Dated : 20.03.2023

AWARD

In exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Dispute Act, 1947, the Central Government through the Ministry of Labour vide its order No. L-22012/34/2008-IR(CM-II) dated 29/09/2008 has been pleased to refer the following dispute between the employers, i.e. the Management of M/s. ECL and their workman for adjudication by this Tribunal.

SCHEDULE

“Whether the action of the management of M/s. ECL in not promoting Shri Swapan Mondal, Store Keeper Grade-I is legal and justified? To what relief is the workman entitled?”

1. After receiving order No. L-22012/34/2008-IR(CM-II) dated 29/09/2008 from Ministry of Labour, Government of India, New Delhi, a Reference case No. 50 of 2008 has been registered on 07.10.2008/13.04.2009. Notice was issued to parties under registered post directing them to appear and file their written statements along with relevant documents and respective list of witnesses they would like to rely upon and examine. Both the workman and the Management of ECL have filed written statements. Swapan Mondal was examined as WW-I and faced cross-examination.

2. The Reference case is fixed up today for appearance of parties and adducing evidence of Management Witness. Mr. P. K. Goswami, learned advocate for ECL has filed affidavit-in-chief of Mr. Arvind Kumar, Chief Manager (Excavation), Neamatpur Central Excavation Store. Some documents have been filed in connection with service record of Swapan Mondal.

3. The aggrieved workman, Swapan Mondal has also appeared and filed a petition praying for disposing the case as he does not want to proceed further. The question for adjudicating is whether the Management of ECL is justified in not promoting Swapan Mondal, Store Keeper Grade-I. Mr. Arvind Kumar, Management Witness-I produced copy of service register of Swapan Mondal as Exhibit M-1, important service record excerpt as Exhibit M-2 and a copy of Bio-data of the workman bearing signature of Swapan Mondal as Exhibit M-3. The witness deposed that the date of appointment of Swapan Mondal is 14/01/1974. According to criteria for promotion in the cadre scheme one has to pass Matriculate examination but Swapan Mondal did not have any such qualification. As he did not possess the minimum educational qualification for his next promotion he was not considered for the promotion, though he was one of senior staff members. Cross-examination of witness was declined by Swapan Mondal. In Exhibit M-3, column No. 11(a) it is noted that he appeared in his School Final examination. Therefore, it is clear that Swapan Mondal did not pass school Final or Matriculation examination, necessary for being considered for his promotion.

4. On earlier occasion Swapan Mondal filed affidavit-in-chief and was cross-examined. He stated that he was last promoted on 12/08/1992 but was not considered for the higher next grade. In paragraph six of affidavit-in-chief, WW-I stated that all other persons junior to him were promoted from store keeper Grade -I to Clerical special grade on 24/08/2005 but he did not get promotion in spite of seniority. Swapan Mondal submitted that he has already superannuated from his service and has no further claim against the employer.

5. Considering the facts and circumstances, I find that the aggrieved workman has already superannuated from service and did not have adequate qualification for promotion at time he raised this dispute. Therefore, I find that Swapan Mondal is not entitled to any relief in this case. The reference case is disposed of against him.

Hence,

ORDER

Swapan Mondal, the workman is not entitled to any relief as claimed herein and the Reference case is disposed of against him. Let an Award be passed in light of my above findings. Let copies of Award be communicated to the Ministry for information and necessary action.

ANANDA KUMAR MUKHERJEE, Presiding Officer

नई दिल्ली, 12 अप्रैल, 2023

का.आ. 580.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार महाप्रबंधक, भारत इलेक्ट्रॉनिक्स लिमिटेड, भारत नगर, गाजियाबाद (यूपी), के प्रबंधतंत्र के संबद्ध नियोजकों और महासचिव, भारत इलेक्ट्रॉनिक्स यूनियन (सीटू); भारत इलेक्ट्रॉनिक्स वर्कर्स यूनियन (एचएमएस) और भारत इलेक्ट्रॉनिक्स श्रमिक ट्रेड यूनियन (इंटस), गाजियाबाद (यूपी), के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण- सह- श्रम न्यायालय-2 नई दिल्ली के पंचाट (संदर्भ सं. 22/2014) को जैसा कि अनुलग्न में दिखाया गया है, को प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 31.03.2023 को प्राप्त हुआ था।

[सं. एल- 14011/19/2013 -आई आर (डीयू)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 12th April, 2023

S.O. 580.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 22/2014) of the Central Government Industrial Tribunal cum Labour Court - II New Delhi as shown in the Annexure, in the Industrial dispute between the employers in relation to The General Manager, Bharat Electronics Ltd., Bharat Nager, Ghaziabad (U.P), and The General Secretary, Bharat Electronics Union (CITU) ; Bharat Electronics Workers Union (HMS) & Bharat Electronics Shramik Trade Union (INTUS), Ghaziabad (U.P), which was received along with soft copy of the award by the Central Government on 31.03.2023.

[No. L- 14011/19/2013- IR(DU)]

D. K. HIMANSHU, Under Secy.

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, NEW DELHI.

Present: Smt. PRANITA MOHANTY, Presiding Officer, C.G.I.T.-Cum-Labour Court-II, New Delhi.

INDUSTRIAL DISPUTE CASE NO. 22/2014

Date of Passing Award- 24th March, 2023.

Between:

The General Secretary,
Bharat Electronics Union (CITU),
Bharat Electronics Workers Union(HMS) &
Bharat Electronics Shramik Trade Union (INTUS)
Ghaziabad (U.P)

....Claimant

Versus

The General Manager,
Bharat Electronics Ltd.
Bharat Nager,
Ghaziabad (U.P)

....Management

Appearances:-

Claimant in person

SH. Kamal Kant Tyagi, Ld.A/R for the management.

AWARD

The Government of India in Ministry of Labour & Employment has referred the present dispute existing between employer i.e. the management of(i) The General Manager, Bharat Electronics Ltd. Bharat Nager, and its workman/claimant herein, under clause (d) of sub section (1)and sub section (2A) of section 10 of the Industrial Dispute Act 1947 vide letter No. L-14011/19/2013(IR(DU) dated 05/03/2014 to this tribunal for adjudication to the following effect’;

“Whether the demand of unions of Bharat Electronics Ltd. Ghaziabad for the payment of PPI for their excellent performance instead of very good for the non executive workmen for the year 2011-2012 is just and fair? If not, for what relief the workmen are entitled?”

As per the claim statement jointly filed by the unions representing the employees of Bharat Electronic Ltd. have stated that the unions have been recognized by the mgt. The mgt is a public sector undertaking own by Government of India registered under the provisions of Factory Act. The mgt is engaged in manufacturing and production of high and electronic component used by the defense establishment of the country.

The mgt introduced a new leave rule and rule relating to encashment of earned leave which was changed from the divisor 26 to divisor 30. The unions represting the workman made demand for restoration of the old rule and policy. But the mgt never paid any heed to the same. A General Body meeting of the unions was held and it was unanimously resolved that a demand notice shall be served on the mgt for implementation of the old rule regarding the leave and encashment of leave. The mgt. did not reply to the demand notice and as such a dispute was raised by the workman union before the conciliation officer Dehradun. In the said conciliation. Thus, the appropriate Government referred the matter for adjudication in terms of the reference.

Being noticed the mgt appeared and filed w/s denying the stand taken by the workmen unions. It has been sated that mgt is public sector company and having its own rules regulating the service condition of the employees. By officer order dated 03.12.1997 the company had farmed a scheme for encashment of annual leave by the employee. This scheme was modified form time to time. As per the scheme of 1997, the computation od encashment to annual leave amount per day was to e arrives by dividing monthly wage that is basic wages plus DA by 30 days. That office order of 03.12.1997 was modified with effect from 30. 05. 1982 by virtue of which the computation of encashment of annual leave per day was to be arrived by dividing the monthly basic wage and DA by 26 days instead of f30 days . that office order was again order was again modified on 04. 04. 1985 and as per the modification the mgt reserves the right to interpet modify, reverse of withdraw this above scheme at its discretion. During the annual audit in the year 2005 carried out by CAG objection was raised on computation of encashment of annual leave by dividing monthly wage by 26 days instead of 30 days. Thus, the mgt modified the scheme for use of divisor 30 instead of 26. The objection and demand taken by the unions is baseless illegal and liable to be rejected.

The claimants filed rejoinder re- writing the stand taken in the claim petition.

On this rival pleadings. The following were framed for adjudication.

Issues

1. Whether the action of the mgt BEL Ghaziabad not allowing encashment of annual leave as is being done in other units of BEL amounts to violation of section 9A of the ID Act, 1947. If so, it's effect?
2. Whether the dispute has been espoused as required under law, if so it's effect?
3. To what relief the workman entitled to”

The claimants thereafter were called upon to adduce evidence in support of their claim. Several opportunities were allowed for the purpose and for non appearance of the claimants fresh notices were also issued. Despite that when the claimants did not turn up, the opportunity for adducing evidence was closed. Thereafter the management was called upon to adduce evidence. But there being no evidence adduced by the claimants to discharge the burden of proof, the management expressed that no evidence by the management shall be adduced. Hence evidence was closed, argument was heard being advanced by the management.

During argument the learned AR for the management submitted that the burden of proof being on the claimant, they opted not to adduce evidence. Whereas the stand taken in the claim petition has not been substantiated the stand taken by the management stands unrebutted. Hence the claim be decided against the claimants.

On hearing the argument advanced by the management it is held that the claim advanced by the claimants has not been established. Hence a no dispute award is to be passed. Hence ordered.

ORDER

The reference be, and the same is answered against the claimants. The claim having not been established, this no dispute award is passed.

Send a copy of this award to the appropriate government for notification as required under section 17 of the ID act 1947.

The reference is accordingly answered.

Dictated & Corrected by me.

PRANITA MOHANTY, Presiding Officer

नई दिल्ली, 12 अप्रैल, 2023

का.आ. 581.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार महाप्रबंधक, भारत इलेक्ट्रॉनिक्स लिमिटेड, भारत नगर, गाजियाबाद (यूपी), के प्रबंधतंत्र के संबद्ध नियोजकों और महासचिव, भारत इलेक्ट्रॉनिक्स यूनियन (सीटू); भारत इलेक्ट्रॉनिक्स वर्कर्स यूनियन (एचएमएस) और भारत इलेक्ट्रॉनिक्स श्रमिक ट्रेड यूनियन (इंटस), गाजियाबाद (यूपी), के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण- सह- श्रम न्यायालय-2 नई दिल्ली के पंचाट (संदर्भ सं. 21/2014) को जैसा कि अनुलग्न में दिखाया गया है, को प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 31.03.2023 को प्राप्त हुआ था।

[सं. एल-14011/20/2013-आई आर (डीयू)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 12th April, 2023

S.O. 581.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 21/2014) of the Central Government Industrial Tribunal cum Labour Court - II New Delhi as shown in the Annexure, in the Industrial dispute between the employers in relation to The General Manager, Bharat Electronics Ltd., Bharat Nager, Ghaziabad (U.P), and The General Secretary, Bharat Electronics Union (CITU) ; Bharat Electronics Workers Union (HMS) & Bharat Electronics Shramik Trade Union (INTUS), Ghaziabad (U.P),, which was received along with soft copy of the award by the Central Government on 31.03.2023.

[No. L-14011/20/2013- IR(DU)]

D. K. HIMANSHU, Under Secy.

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, NEW DELHI.

Present: Smt. PRANITA MOHANTY, Presiding Officer, C.G.I.T.-Cum-Labour Court-II, New Delhi.

INDUSTRIAL DISPUTE CASE NO. 21/2014

Date of Passing Award- 24th March, 2023.

Between:

The General Secretary,
Bharat Electronics Union (CITU),
Bharat Electronics Workers Union(HMS) &
Bharat Electronics Shramik Trade Union (INTUS)
Ghaziabad (U.P) Claimant

Versus

The General Manager,
Bharat Electronics Ltd.
Bharat Nager,
Ghaziabad (U.P) Management

Appearances:-

Claimant in person
SH. Kamal Kant Tyagi, Ld.A/R for the management.

AWARD

The Government of India in Ministry of Labour & Employment has referred the present dispute existing between employer i.e. the management of(i) The General Manager, Bharat Electronics Ltd. Bharat Nager, and its workman/claimant herein, under clause (d) of sub section (1)and sub section (2A) of section 10 of the Industrial Dispute Act 1947 vide letter No. L-14011/20/2013(IR(DU) dated 05/03/2014 to this tribunal for adjudication to the following effect’;

“Whether the action of the management of BEL, Ghaziabad dated 02.04.2009 vide order No. 12935/18/GAD/ER through its General Manager for introducing new attendance system SAP in the unit of employees without following the procedure provided under clause 10 of IE (SO) Act, 1946 is just and fair if not to what relief the unions are entitled to?”

As per the claim statement jointly filed by the unions representing the employees of Bharat Electronic Ltd. have stated that the unions have been recognized by the mgt. The mgt is a public sector undertaking own by Government of India registered under the provisions of Factory Act. The mgt is engaged in manufacturing and production of high and electronic component used by the defense establishment of the country.

The mgt introduced a rule regarding attendance and late coming of the workman in Ghaziabad by incorporating Section 8 in the original satisfy standing order as per this all workmen shall report for work in the factory at the time fixed and notified as per the standing order no. 5. The attendance of all workmen except the causal workers will be recorded on the time card. This time card will constitute the primary record of attendance and the workmen will lose their attendance and wage if they do not clock in or clock out in time. The location of the time recording clock will be decided by the mgt keeping in view the convenience of the staff. The workmen coming late or leaving early without permission shall be liable to proportionate deduction in wage. However, a grace period of ten minute shall be allowed for late attendance which shall be for three times in a month. When this system was in bough for several years and accepted by all as a service condition, the mgt suddenly changed the same by issue a circular dated 02.04.2009. While introducing a new system of attendance which was found detrimental to the interest of the workmen, the mgt had never consulted or negotiated with the unions of the workmen. Being aggrieved the unions raised objections and demanded implementation of the old system. But the mgt. remain adamant in the meeting held between the mgt and workmen union the mgt explained that the change in attendance procedure is a simple administrative act which falls under section 22 of the standing order. But the union demanded implementation of the old system on the ground that the change amount to violation of section 9A of the ID Act. Finding no other way in industrial dispute was raised before the labor commissioner (Central) were steps were taken for conciliation. Since the conciliation failed the appropriate Government referred the matter for adjudication in terms of the reference.

The mgt being noticed filed w/s stating there in the proceeding is not maintainable. In addition to that it is pleaded that the claimants for alleged violation of section 10 of the Industrial Employment Standing Order Act should have approached the satisfying officer appointed under the Standing Order Act. While admitting about the introduction of new attendance system in the unit at Ghaziabad with effect from 02.04.2009 the mgt has stated that the said introduction has no way caused prejudice to the workmen. Rather the mgt reserves the right of introduced such changes for effective functioning of the mgt. Thereby the mgt had prayed of dismissal of the claim as not maintainable ON the rival pleadings. The following issues are framed by order dated 11.04.2017

Issues

1. Whether the action of the mgt BEL Ghaziabad vide order dated 02.04.2009 introducing new attendance system SAT without following the procedure provided in clause 10 of the standing order act 1946 is just and fair? if so , its effect?
2. If not, to what relief the unions are entitled to?

The claimants thereafter were called upon to adduce evidence in support of their claim. Several opportunities were allowed for the purpose and for non appearance of the claimants fresh notices were also issued. Despite that when the claimants did not turn up, the opportunity for adducing evidence was closed. Thereafter the management was called upon to adduce evidence. But there being no evidence adduced by the claimants to discharge the burden of proof, the management expressed that no evidence by the management shall be adduced. Hence evidence was closed, argument was heard being advanced by the management.

During argument the learned AR for the management submitted that the burden of proof being on the claimant, they opted not to adduce evidence. Whereas the stand taken in the claim petition has not been substantiated the stand taken by the management stands unrebutted. Hence the claim be decided against the claimants.

On hearing the argument advanced by the management it is held that the claim advanced by the claimants has not been established. Hence a no dispute award is to be passed. Hence ordered.

ORDER

The reference be, and the same is answered against the claimants. The claim having not been established, this no dispute award is passed.

Send a copy of this award to the appropriate government for notification as required under section 17 of the ID act 1947.

The reference is accordingly answered.

Dictated & Corrected by me.

PRANITA MOHANTY, Presiding Officer

नई दिल्ली, 12 अप्रैल, 2023

का.आ. 582.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बी.सी.सी.एल के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण—सह-श्रम न्यायालय, आसनसोल के पंचाट (शिकायत संख्या 03/2002) और (शिकायत संख्या 01/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 12.04.2023 को प्राप्त हुआ था।

[सं. एल-22012/214/98-आई आर (सी.एम-II)]

मणिकंदन. एन, उप निदेशक

New Delhi, the 12th April, 2023

S.O. 582.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (COMPLAINT.No.03/2002) & (COMPLAINT.No.01/2004) of the Central Government Industrial Tribunal-cum-Labour Court, Asansol as shown in the Annexure, in the industrial dispute between the Management of B.C.C.L. and their workmen, received by the Central Government on 12/04/2023

[No. L-22012/214/98- IR(CM -II)]

MANIKANDAN. N, Dy. Director

ANNEXURE

BEFORE THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL -CUM- LABOUR COURT, ASANSOL

Present:Shri ANANDA KUMAR MUKHERJEE, Presiding Officer, C.G.I.T-cum-L.C., Asansol.

COMPLAINT NO. 03 OF 2002

COMPLAINT NO. 01 OF 2004

Balmukund Sharma.

Vs.

Management of M/s. Bharat Coking Coal Limited.

For the Petitioner: Mr. Manoj Mukherjee, Advocate.

For the Opposite Party: Mr. P. K. Das, Advocate.

APPLICATION NO. 01 OF 2004

Management of M/s. Bharat Coking Coal Limited.

Vs.

Balmukund Sharma.

For the Management: Mr. P. K. Das, Advocate.

For the Workman: Mr. Manoj Mukherjee, Advocate.

Industry: Coal.

State: West Bengal.

Dated: 25.01.2023.

AWARD

1. Afore mentioned three cases which have arisen out of alleged change in condition of service to the prejudice of workman, his remaining absent from duty and consequent dismissal of the workman are taken up together for convenience of adjudication. A brief profile of the two Complaint cases filed by Balmukund Sharma (hereinafter referred as the workman), an employee of M/s. Bharat Coking Coal Limited (hereinafter referred as M/s. BCCL) is that in Complaint No. 03 of 2002 filed on 07.10.2002 under section 33 A of the Industrial Dispute Act, 1947 the workman alleged that while an Industrial Dispute relating to his regularization as Lamp Issue Clerk in Clerical Grade – III was pending before the Central Govt. Industrial Tribunal -cum- Labour Court, Asansol, bearing Reference No. 44 of 1999, the Employer M/s. BCCL by Order dated 12.09.2002 transferred him from Dahibari Colliery of M/s. BCCL to Basantimata Colliery of M/s. BCCL to an inferior post of Fitter Apprentice and released him from his place of posting on 16.09.2002 in violation of the provisions contained under section 33 (1) of the Industrial Dispute Act, 1947. The complainant therefore, prayed for cancellation of the Order of Transfer in respect of the workman till disposal of the Reference case.

2. During pendency of the Reference case No. 44 of 1999 M/s. BCCL, the opposite party, Employer issued Charge Sheet dated 07.12.2002 (Ext.M-2) to the workman for his unauthorized absence, misconduct and disobedience of order of higher authority. It is alleged that the workman failed to submit any satisfactory reply to the Charge Sheet. Accordingly, a Departmental Enquiry was held by an independent officer who provided reasonable opportunity to the workman to defend his case. The Enquiry Officer in his Report observed that the charge of misconduct was fully established against the workman and on the basis of his report a second Show Cause Notice was issued to the opposite party. As the opposite party failed to submit any satisfactory explanation in respect of the enquiry made against him, the Disciplinary Authority dismissed the workman from his service vide order of dismissal bearing No. DB:XII:Agent:04:Dismissal:04/44 dated 09/16.01.2004. Letter of dismissal from service was issued after he was paid one month's wage under clause (b) of sub-section (2) of Section 33 of the Industrial Dispute Act, 1947. In their application dated 19.01.2004 the Management of M/s. Bharat Coking Coal Limited prayed before the Tribunal for approving the action of dismissal of the workman, Balmukund Sharma by the Management of M/s. BCCL.

3. As a counter blast the workman filed a separate Complaint bearing No. 01 of 2004 dated 23.04.2004, contending that the order of dismissal passed against him is illegal as the condition of his service was changed adversely to his interest during pendency of the industrial dispute without any express permission from this Tribunal and prayed for quashing the order of his dismissal dated 16.01.2004 and payment of wages to him w.e.f. 16.01.2004.

4. All three cases were disposed of together by my predecessor in this Tribunal who passed a common Award dated 02.12.2009, whereby the action of the Management of M/s. BCCL was considered improper and illegal and that the transfer of the workman, altering the condition of service during pendency of the Industrial Dispute was held to be a contravention of provisions under section 33(1) of the Industrial Dispute Act, 1947. It was held that the order of dismissal of the workman w.e.f. 16.01.2004 was not sustainable and was set aside and it was held that the Application bearing No. 01 of 2004 filed by the Employer Company for post facto approval of order of dismissal was not sustainable. Relief was provided to the workman by way of an order of reinstatement in service and payment of full back wages.

5. The impugned order dated 02.12.2009 passed by my predecessor in chair in the aforesaid three (3) cases were assailed by M/s. Bharat Coking Coal Limited through the General Manager, Chanch Victoria Area, in Writ petition No.11852 (W) of 2010. Hon'ble Single Bench of High Court at Calcutta disposed of the Writ application on 24.04.2019 observing as follows:

"This Court finds that the Tribunal has found finding of intentional victimization of the workman by the writ petitioner, in transferring him and forcing him to perform works of a difficult nature, without any evidence oral or documentary being led in this regard by either side.

This Court, therefore, has no hesitation to hold that a large number of findings of the Tribunal against the Industry are based on conjecture and surmise. In facts of the case, the parties ought to have been allowed to lead evidence in the matter and it is only after a trial on evidence that the Tribunal should have proceeded to come to any legitimate finding with regard to either any act or omission on the part of the Industry or the Workman.

In those circumstances, the impugned order shall stand set aside."

6. These three (3) proceedings have been remanded to this Tribunal for adjudication afresh. The Tribunal has been directed to frame issues on all three cases and parties are to be allowed to lead evidence both oral and documentary before the Tribunal. It has been observed by the Hon'ble High Court that the matter shall thereafter be dealt with suitably by the Tribunal in accordance with the provisions of Section 11 of the Industrial Dispute Act, 1947 and that the applications to be disposed of within a period of three (3) months from the date of communication of the order.

7. The Order passed by the Hon'ble Calcutta High Court in Writ Petition No. 11852(W) of 2010 was communicated to the office of this Tribunal on 27.05.2019. At the relevant time the Tribunal was laying vacant and the Presiding Officer of CGIT, Guwahati was in-charge as the Link Officer. The case was put up before the Presiding Officer/ Link Officer, in-charge of this Tribunal on 28.09.2021 and thereafter on my assuming charge it was put up before me on 05.09.2022. Separate issues were framed in all three (3) cases by this Tribunal are as follows:

Complain No. 03 of 2002 :

Issue (i) : Whether the order of transfer of the workman from the Dahibari Colliery of M/s Bharat Coking Coal Limited to Basantimata Colliery of M/s Bharat Coking Coal Limited by Order DCPM/XII/03/A-2/2002/1675 dated 12.09.2002 during pendency of the Reference Case 44 of 1999 before CGIT, Asansol is justified and legally tenable and justified.

Application No. 01 of 2004 :

Issue (ii) : Whether the Award of dismissal of the workman bearing Ref. No. DB:XII:Agent:Dismissal:04:44 dated 09/16.01.2004 and the punishment awarded to him by the Management is justified, proportionate and in accordance with the gravity of the alleged misconduct? If so, whether the action taken by the Management may be approved?

Complain No. 01 of 2004 :

Issue (iii) : Whether the order dated 09/19.01.2004 for dismissal of the workman passed by the Management of M/s. BCCL is liable to be quashed / set aside?

8. Opportunity was given to the workman as well as the Management of M/s. BCCL to adduce their evidence in support of their respective cases. Balmukund Sharma filed his Affidavit-in-chief on 06.12.2022 along with his documents. He was cross-examined on behalf of M/s. BCCL and documents produced by him have been marked as Exhibit W-1 to W-22.

- I. *Exhibit W-1 is a copy of letter of appointment of the workman dated 17.08.1990 / 05.09.1990.*
- II. *Exhibit W-2 is a copy of the Office Order dated 10.09.1991 by which he was posted from Underground Loader to Fitter Apprentice.*
- III. *Exhibit W-3 is a copy of the letter dated 28/29.01.1994 issued to the workman for undergoing training.*
- IV. *Exhibit W-4 is a copy of the Order dated 22.04.1999 of the Reference case No. 44/1999 from Ministry of Labour and Employment, Government of India.*
- V. *Exhibit W-5 is a copy of the Order passed by the Hon'ble High Court in Writ Petition No. 25941 (W) of 2017.*
- VI. *Exhibit W-6 is a copy of the Order of Assistant Labour Commissioner (Central) – II, Asansol dated 02.07.1997 by which the Agent of Victoria West Colliery of BCCL was requested to maintain status quo till finalization of the matter.*
- VII. *Exhibit W-7 is a copy of the Office Order dated 22.01.1999 issued by the Agent of Victoria West Colliery of BCCL.*
- VIII. *Exhibit W-8 is a copy of the Memorandum of Settlement in Form-H dated 16.01.2001.*
- IX. *Exhibit W-9 is a copy of the Office order dated 16.01.2001, issued by the Area Personnel Manager for transfer the workman from Victoria West Colliery of M/s. BCCL to Dahibari Colliery of M/s. BCCL.*
- X. *Exhibit W-10 is a copy of the Office order issued by the Agent at Dahibari Colliery regarding Balmukund Sharma's reporting to duty at Dahibari Colliery of M/s. BCCL in Fitter Apprentice.*
- XI. *Exhibit W-11 is a copy of Office order of Transfer by which he was transferred from Dahibari Colliery to Basantimata Colliery.*
- XII. *Exhibit W-12 is a copy of the Charge Sheet dated 07.12.2002 issued by the Manager of Dahibari Colliery as the workman did not report for duty from Dahibari Colliery to Basantimata Colliery.*
- XIII. *Exhibit W-13 is a copy of the written objection of the workman against letter no. D/B/Agent/XII/02/26 dated 09.01.2003.*
- XIV. *Exhibit W-14 is a copy of the reply of the Management against written objection of the workman.*
- XV. *Exhibit W-15 is a copy of Enquiry Report submitted by Senior Personnel Officer of Dahibari Colliery of M/s. BCCL.*

- XVI. *Exhibit W-16 is a copy of the second Show cause notice dated 01.07.2003 after completion of the Enquiry.*
- XVII. *Exhibit W-17 is a copy of the reply dated 09.07.2003 submitted by the workman against the second Show Cause notice.*
- XVIII. *Exhibit W-18 is a copy of the Letter of Dismissal dated 09/16.01.2004 issued by Project Officer of Dahibari Colliery of M/s. BCCL.*
- XIX. *Exhibit W-19 is a copy of the R.T.I. Application dated 07.02.2020 of the workman addressed to the Central Public Information Officer, Director General of Mines Safety, Dhanbad (marked as).*
- XX. *Exhibit W-20 is a copy of the reply to RTI application in Hindi. Exhibit W-20/1 is a copy of the English translation of the reply to the R.T.I. Application.*
- XXI. *Exhibit W-21 is a copy of the Enquiry Proceeding.*
- XXII. *Exhibit W-22 is a copy of the Award dated 16.02.2017 passed by CGIT, Asansol in Reference case No. 44 of 1999.*

Mr. Brajanath Banerjee was examined as Management Witness-1 on behalf of M/s. Bharat Coking Coal Limited. He was cross-examined at length. Management produced documents which have been marked as Exhibit M-1 to M-8.

- I. *Exhibit M-1 is a copy of the Office Order dated 12.09.2002.*
- II. *Exhibit M-2 is a copy of the Charge Sheet was issued against Bal Mukund Sharma on 07.12.2002.*
- III. *Exhibit M-3 is a copy of the letter for enquiry dated 16.01.2003 issued by the Agent, Dahibari Colliery addressed to the workman.*
- IV. *Exhibit M-4 is a copy of the Enquiry Proceeding.*
- V. *Exhibit M-5 is a copy of the Enquiry Report submitted by the Enquiry Officer Mr. S. K. Ghosh.*
- VI. *Exhibit M-6 is a copy of the Note Sheet initiated by the Agent of Dahibari Colliery from 28.07.2003 to 19.12.2003 for taking disciplinary action against the workman Bal Mukund Sharma.*
- VII. *Exhibit M-7 is a copy of the second Show cause notice issued to the workman.*
- VIII. *Exhibit M-8 is a copy of the Memorandum of Settlement in Form 'H' dated 16.01.2001.*

9. The genesis of the dispute between the parties lies in an Industrial Dispute raised on behalf of Balmukund Sharma, the workman. A Reference case was initiated by the Government of India, Ministry of Labour and Employment, New Delhi in exercise of jurisdiction vested under clause (d) of sub-section (1) and sub-section 2(A) of section 10 of the Industrial Dispute Act, 1947, formulating the question for adjudication as to whether the action of Victoria West Colliery of M/s. Bharat Coking Coal Limited in denying regularisation of Balmukund Sharma, Fitter Apprentice is justified? If not, to what relief is the workman entitled? The Reference case was initiated by Order No. L-22012/214/98/IR(CM-II) dated 22.04.1999

10. At the outset it would be appropriate to consider the facts of the Reference Case No. 44 of 1999 in order to appreciate the relation of the extant cases with the subject matter of the Industrial Dispute initially raised. The workman joined his service under M/s. BCCL as Under Ground Loader on 24.10.1990 as a dependent of his father-in-law. He was subsequently re-designated as "Fitter Apprentice" at Basantimata Colliery of M/s. BCCL in Category-I and continued in the post of Fitter Apprentice up to February, 1993. He was transferred to the Area Workshop in March, 1993 in the same capacity. He was again transferred from Area Workshop to Victoria West Colliery of M/s. Bharat Coking Coal Limited as Fitter Apprentice. He completed his three (3) years training period in September, 1994, but was not imparted any training by the Management. He was called for training at E. M. T. I. , Dhansar vide letter no. 2817 dated 29.01.1994, but was not spared for such training and he continued to work as per direction of the Agent. The upgradation of his post was due after completion of three (3) years' training period but he was not promoted to the post of Fitter in Category-IV. Even after completion of eleven (11) years of his service, he was designated as "Fitter Apprentice" and getting wages as Category -I which is the lowest wage category of a daily rated employee. While working at Victoria West Colliery of M/s. BCCL he was authorized to work as a Lamp Issue Clerk in Clerical Grade -III w.e.f. 03.01.1996. Despite working as Lamp Issue Clerk, the workman was paid wages applicable to Category-I and not for Lamp Issue Clerk. Being aggrieved with such treatment Balmukund Sharma raised dispute before the Tribunal, praying for direction to the Management of Victoria West Colliery of M/s. BCCL to regularise Balmukund Sharma as Lamp Issue Clerk in Clerical Grade -III with retrospective effect from 03.01.1996 and re-fix his pay as per National Coal Wage Agreement -V and VI and pay arrears of wages arising out of such regularisation. After considering the evidence on record my predecessor in this Tribunal by Award dated 16.02.2017

held that the action of the Management of Victoria West Colliery of M/s. Bharat Coking Coal Limited in denying regularisation of Balmukund Sharma to Lamp Issue Clerk in Clerical Grade -III was unjustified. The Management of Victoria West Colliery of M/s. Bharat Coking Coal Limited was also directed to regularise Balmukund Sharma, Apprentice Fitter as Lamp Issue Clerk in Clerical Grade -III w.e.f. 03.01.1996 and accordingly re-fix his wages as per National Coal Wage Agreement- V and VI.

11. The Order passed in the Reference case No. 44 of 1999 was assailed before the Hon'ble High Court at Calcutta in Writ petition No. 25941 (W) of 2017. Copy of Hon'ble court's judgement has been placed in evidence by the workman which is marked as Exhibit Ext.W-5. In the judgement passed by the Hon'ble High Court it has been observed that the petitioner cannot avoid treating the service as regular and nothing was brought before the Hon'ble High Court to show that the Award had been interfered with. The Writ petition was accordingly dismissed.

12. The Management of M/s. BCCL failed to produce any material to show that the Award passed by the Tribunal on 16.02.2017, directing regularisation of Balmukund Sharma to the post of Lamp Issue Clerk in Clerical Grade -III w.e.f. 03.01.1996 was interfered or set aside by any Forum. Therefore, I have no hesitation to hold that the Reference case initiated in earlier point of time regarding regularisation of Balmukund Sharma to the post of Lamp Issue Clerk in Clerical Grade-III is binding upon the Management of Victoria West Colliery of M/s. Bharat Coking Coal Limited.

13. In Complaint No. 03 of 2002 under section 33 A of the Industrial Dispute Act, 1947, the workman contended that while an Industrial Dispute regarding his regularisation as Lamp Issue Clerk in Clerical Grade -III was pending before this Tribunal for adjudication in Reference case No. 44 of 1999, he was transferred from Victoria West Colliery to Dahibari Colliery and then to Basantimata Colliery by Order dated 12.09.2002 and was released from Dahibari Colliery w.e.f. 16.09.2002 in violation of the provisions under section 33(1) of the Industrial Dispute Act, 1947 much to its prejudice.

14. In the written statement the Agent of Dahibari Colliery stated that the workman was transferred from Dahibari Colliery to Basantimata Colliery w.e.f. 15.09.2002 due to closure of the mine but the complainant did not comply with the order, due to which the Agent of Dahibari Colliery issued Charge Sheet against the workman. It is further claimed that transfer is incidental to service and there is no illegality in issuing the order of transfer to a workman. In this case the workman in his Affidavit-in-chief has stated that he joined the Company on 24.10.1990 on the basis of his letter of appointment (produced as Exhibit Ext.W-1). Initially he was posted as Piece Rated Underground Mazdoor / Loader. In August, 1991 he was re-designated as 'Fitter Apprentice' as he was a matriculate and performed his duty as Fitter Apprentice at Basantimata Colliery. Subsequently he was transferred to Area Workshop in 1993 in the same post and worked there up to May,1995. In June,1995 he was transferred from Area Workshop to Victoria West Colliery of M/s. Bharat Coking Coal Limited as Fitter Apprentice and he was allowed to work as Lamp Issue Clerk in Clerical Grade -III from 03.01.1996. The workman produced a copy of letter issued from E.M.T.I., Dhansar dated 28/29.01.1994, for undergoing his training as per the Apprenticeship Act, 1961 (Exhibit Ext.W-3) but he was not released by the Manager for his training. On and from 03.01.1996 the Agent allowed him to perform the duty of Lamp Issue Clerk by the Agent of the Company and the letter dated 03.01.1996 was issued in his favour. However, in course of evidence no such document was produced by the workman. In Reference Case No. 44 of 1999, an Award was passed directing regularization of his service in the post of Lamp Issue Clerk in Clerical Grade -III in the Colliery. A copy of the Award has been produced as Exhibit Ext.W-22. On a careful reading of the Award, it appears that the said letter dated 03.01.1996, issued by the Agent, authorizing Balmukund Sharma to work as Lamp Issue Clerk was taken into consideration. In paragraph eight (8) it has been mentioned that the workman filed the letter dated 03.01.1996 issued by the Agent of Victoria West Colliery of M/s. Bharat Coking Coal Limited authorizing Balmukund Sharma, Fitter Apprentice to work as Lamp Issue Clerk at Victoria West Colliery w.e.f. 03.01.1996. The workman also filed photocopies of Certificates issued to him on 16.09.1997, 16.11.1997, 21.11.1997, 08.12.1997, and 29.12.1997 showing that he was allowed to work as a Lamp Issue Clerk. It may be mentioned herein that the said documents were not admitted in evidence but at the time of disposing the Reference reliance was placed upon them as co-workers Ram Niwas Kanu and (PW-2) and Ganga Mahato (PW-3) have stated in their evidence that Balmukund Sharma had performed the job of Lamp Issue Clerk. In cross-examination of witness PW-1, PW-2, and PW-3 their evidence could not be dislodged. No evidence was adduced by the Management of Victoria West Colliery of M/s. BCCL that such authorization or Certificates were not issued in favour of Balmukund Sharma to work as Lamp Issue Clerk.

15. In the Reference Case No. 44 of 1999 it was held that the post of Lamp Issue Clerk was existing in the Colliery and reference to "Clerical Staff" has been made in the "Nomenclature, job description and categorization of coal employees". Regarding the letter of authorization issued by the Agent of Victoria West Colliery of M/s. BCCL, this Tribunal arrived at a finding that such authorization was not challenged and the Agent who is said to have issued the letter was not summoned as a witness to challenge its authenticity. Accordingly, the claim of Balmukund Sharma for regularisation to the post of Lamp Issue Clerk in Clerical Grade -III was found justified and an Award was passed for regularisation of the workman as Lamp Issue Clerk in Clerical Grade -III w.e.f. 03.01.1996.

16. The finding in Reference case No. 44 of 1999 is significant for the purpose of determining the dispute involved in these three (3) cases under consideration. In his complaint under section 33 A of the Industrial Dispute Act, 1947 filed on 07.10.2002, the workman challenged the order of his transfer from Dahibari Colliery to Basantimata Colliery during pendency of the Industrial Dispute. In his evidence-in-chief Workman Witness-1 has stated that during pendency of the Reference Case he was transferred to Dahibari Colliery from Victoria West Colliery and joined on 17.01.2001. Thereafter he filed a complaint under section 33 A of the Act before CGIT, Asansol, disclosing that he was once again transferred by the Management dated 16.09.2002 from Dahibari Colliery to Basantimata Colliery and the release is violative of the provisions contained in section 33 (1) of the Act. In the second Complaint case No. 01 of 2004 he contended that his dismissal during pendency of the Complaint Case by order dated 09/16.01.2004 on the basis of perverse findings of the Enquiry Officer is in violation of the clause 27.2.6 of the Standing Order, where it is provided that “No order of discharge or dismissal from service shall be made by an authority lower than the appointing authority of the workman”.

17. Mr. Brajanath Banerjee (Management Witness -1), Senior Officer (Personnel) at Basantimata Dahibari Colliery under Chanch Victoria Area of M/s. BCCL stated in his Affidavit-in-chief that the workman was transferred from Victoria West Colliery to Dahibari Colliery and he joined on 16.01.2001 as per terms of settlement in Form ‘H’. The witness referred to a Memorandum of Settlement in Form ‘H’ executed by Balmukund Sharma, Management representative, and Union representative on condition that he would be allowed to resume his duty as a ‘Fitter Apprentice’ with immediate effect. Furthermore, the workman would not be paid any wages from 04.06.1999 till the date of resumption of his duty at Dahibari Colliery and the period of absence from duty would be treated as dies non. According to settlement the attendance of Balmukund Sharma would be monitored for a period of three (3) months and in case of his unauthorized absence, disciplinary action would be started against him including removal from his service. Balmukund Sharma was transferred from Dahibari Colliery to Basantimata Colliery w.e.f. 12.09.2002 and he was released on 16.09.2002. In spite of his release, he did not report to the place of his posting, for which a Charge Sheet was issued by the Management under letter no. 2091 dated 07.12.2002 for violation of Clause 26.1.1 and 26.1.10 of the Certified Standing Order of M/s. BCCL applicable to the employee. The workman participated in the Domestic Enquiry, where the Disciplinary Authority after conclusion of the proceeding submitted his Enquiry Report and found Balmukund Sharma guilty of the charges. A second show cause notice was duly sent to the workman and after careful consideration of the entire proceeding the Disciplinary Authority passed an Order of dismissal of the workman from service, vide Order Ref. No. 44 dated 16.01.2004. In this regard a Note Sheet was issued by the Agent of Dahibari Colliery on 28.07.2003 recommending his dismissal. The General manager of Chanch Victoria Area of M/s. BCCL approved the dismissal and the same was communicated by the Project Officer of Dahibari Colliery. According to the Management Witness the Project Officer filed an application before this Tribunal under section 33 (2) (b) of the Industrial Dispute Act, 1947 for approval of the dismissal of Balmukund Sharma.

18. The crux of the issue is whether there had been any change in condition of service of the workman prejudice to his interest due to transfer from Dahibari Colliery to Basantimata Colliery in the post of ‘Fitter Apprentice’ during the pendency of the Industrial Dispute in Reference case No. 44 of 1999. It may be gathered from the evidence adduced by the workman in these cases is that he had raised an Industrial Dispute before the Assistant Labour Commissioner (Central), Asansol- II for his regularization to the post of Lamp Issue Clerk w.e.f. 03.01.1996, complaining that he was being diverted to his original job during pendency of such dispute, the Assistant Labour Commissioner (Central), Asansol-II by his letter no. 11(58)/97-E-3 dated 02.07.1997 (Ext.W-6) requested the Agent of Victoria West Colliery of M/s. BCCL to maintain status-quo and allow the workman to work as Lamp Issue Clerk till finalization of the matter. The Affidavit-in-chief of the Management Witness -1 reveals that on the basis of Memorandum of Settlement in Form ‘H’ Balmukund Sharma was transferred from Victoria West Colliery of M/s. BCCL to Dahibari Colliery and was allowed to resume his duty as a ‘Fitter Apprentice’ w.e.f. 16.01.2001. Thereafter, Balmukund Sharma was again transferred from Dahibari Colliery to Basantimata Colliery in the same post, i.e. ‘Fitter Apprentice’ w.e.f. 12.09.2002 and was released on 16.09.2002.

19. Mr. P. K. Das, learned advocate for M/s. BCCL argued that at the time of his transfer from Victoria West Colliery to Dahibari Colliery and then to Basantimata Colliery, the workman was in the post of ‘Fitter Apprentice’. Therefore, his transfer in the same post of Fitter Apprentice to a different colliery did not result in any change of his service condition to his prejudice. It is argued that the action of the workman in not complying the order of transfer by his higher authority resulted in violation of Clause 26.1.1 and 26.1.10 of the Certified Standing Order and his absence from duty without sufficient cause amounted to misconduct. Due to non-compliance of the Office Order dated 12.09.2002 (Ext.M-1) a Charge Sheet dated 07.12.2002 (Ext.M-2) was issued to the workman and a Domestic Enquiry was started against him. The charged employee participated in the Enquiry. After issuing second Show cause notice dated 01.07.2003 to the workman disclosing the findings of Enquiry Proceeding against him (Ext.M-7) the Appointing Authority approved the proposal for dismissal and an Order of Dismissal from service was issued against the workman (Ext.W-18). Learned advocate relied upon the Enquiry Report (Ext.M-5), the Note Sheet dated 28.07.2003 (Ext.M-6), and the Letter of Dismissal dated 09/16.01.2004 (Ext.W-18) issued to Balmukund Sharma. It

is strenuously argued on behalf of M/s. BCCL that the procedure adopted by the Management of the Company against the workman for his misconduct and unauthorized absence from duty has been well proved and there is no illegality in the Order of Dismissal issued against him.

20. Mr. Manoj Mukherjee, learned advocate representing the workman, in reply argued that in compliance with the settlement dated 16.01.2001 reached amongst the workman, representative of the Union and, representative of the Management Balmukund Sharma was transfer from Victoria West Colliery of M/s. BCCL to Dahibari Colliery as a 'Fitter Apprentice'. He joined Dahibari Colliery as a Fitter Apprentice on protest as an Industrial Dispute relating to his regularisation to the post of Lamp Issue Clerk was pending. Eventually Balmukund Sharma was transferred from Dahibari Colliery to Basantimata Colliery on 12.09.2002 (Ext.W-11). Learned advocate argued that since an Industrial Dispute was pending transfer of Balmukund Sharma to an inferior post amounted to alteration of his condition of service applicable to him immediately before the commencement of the Industrial Dispute and the same was prejudicial to the interest of the workman. Learned advocate argued that alteration of such condition of service could be effected only on obtaining expressed permission, of the Authority in writing, before which the Industrial Dispute is pending. In the present case no such permission was sought for before the Tribunal, before passing the Order of Transfer dated 12.09.2002. Learned advocate relied upon the reply received on the basis of R.T.I. Application from Mines Safety Director, Area No. 2, Dhanbad dated 17.02.2020 (Ext.W-20) which disclose that Dahibari Colliery was not closed i.e. on 17.02.2020 and that Dahibari Colliery was an open cast project. Learned advocate argued that even at the time of closure of Dahibari Colliery other staff members were retained and they were working at Dahibari Colliery. Therefore, Balmukund Sharma should not have been transfer from Dahibari Colliery during the pendency of the Industrial Dispute.

21. Learned advocate for the workman further argued that the Charge Sheet issued against the workman (Ext.W-12) and the Domestic Enquiry held in consequence thereof which led to dismissal of the workman is unjustified and illegal as the Order of Dismissal was issued by the Project Officer of Dahibari Colliery (Ext. W-18) who is not the Appointing Authority. It is argued by learned advocate that the Order of Dismissal of the workman was disproportionate to the gravity of his charge levelled as such same is liable to be set aside and the application for approval of such dismissal filed by the Management is liable to be dismissed. Learned advocate for the workman asserted that in the Industrial Dispute in Reference No. 44 of 1999 having been decided in favour of Balmukund Sharma for regularizing his service w.e.f. 03.01.1996, the change in condition of service caused by the Order of Transfer dated 12.09.2002 is a clear violation of provisions under section 33 (1) of the Industrial Dispute Act, 1947. Therefore, the Order of Transfer dated 12.09.2002 is required to be set aside. It is further submitted that Balmukund Sharma having attained the age of superannuation on 31.10.2020 necessary order may be passed for payment of his back wages for the period during which he has been wrongfully dismissed.

22. Having considered the rival contentions and traversing the evidence adduced by the workman as well as the Award passed in Reference No. 44 of 1999 dated 16.02.2017 for regularization to the post of Lamp Issue Clerk, Clerical Grade -III, it appears to me that the issue of regularization has been set at rest in Writ petition No. 25941 (W) of 2017. In Award dated 16.02.2017 the Management of Victoria West Colliery of M/s. BCCL was directed to regularise Balmukund Sharma, Fitter Apprentice as Lamp Issue Clerk Clerical Grade-III w.e.f. 03.01.1996. This order has remained un-interfered in Writ petition No. 25941 (W) of 2017 disposed of by the Hon'ble High Court at Calcutta on 11.06.2018 (Ext.W-5).

23. Evidence on record establish that the workman had joined his service in the year 1990 as Underground Loader and was subsequently re-designated as Fitter Apprentice in 1991. Since, August 1991 he remained designated as a 'Fitter Apprentice' till 12.09.2002 at the time of his transfer from Dahibari Colliery to Basantimata. On 03.01.1996 he was allowed to perform the duty of Lamp Issue Clerk at Victoria West Colliery of M/s. BCCL. Certificates and letters of authorization were issued in favour of Balmukund Sharma since 03.01.1996 to 29.12.1997 for performing the work of Lamp Issue Clerk but no order of promotion / regularization was passed. Therefore, no legal right accrued in favour of Balmukund Sharma to be treated in the post of Lamp Issue Clerk at the time of issuance of the transfer order dated 12.09.2002. From the evidence of Mr. Brajanath Banerjee MW-1 it is palpably clear that in Memorandum of Settlement in Form 'H', the workman had agreed to join as Fitter Apprentice at Dahibari Colliery on transfer from Victoria West Colliery of M/s. BCCL on 16.01.2001 and he was again transferred from Dahibari Colliery to Basantimata Colliery on 12.09.2002. This statement of Management Witness -1 has not been refuted. It is argued on behalf of the workman that these transfers and settlements were consistent attempts on the part of Management to subvert the workman's claim for regularization to the post of Lamp Issue Clerk which he held before the transfer.

24. From the attending facts and admitted position, I have no hesitation to hold that at the time of issuance of the order of transfer on 12.09.2002 Balmukund Sharma's right to the post of Lamp Issue Clerk was not formally approved by the Management and his claim to be treated in the higher post did not accrue in his favour. It is a fundamental duty of a workman to obey and carry out the orders of higher Authority, who control function of the

industry. If the workman unilaterally seeks to take his own decision in the matter of his functioning in the industrial establishment, he would only create disharmony, amounting to his misconduct.

25. In the present case Exhibit Ext.W-8 and Ext.M-8, the Memorandum of Settlement dated 16.01.2001 reveals that Shri B. M. Sharma, Fitter Apprentice, Victoria West Colliery was earlier chargesheeted for his unauthorized absence from 04.06.1999 to 09.09.1999 without any information and sufficient cause. The employee was found guilty of the charge and his dismissal was recommended. However, leniency was shown to him and issue was resolved by allowing him to join as Fitter Apprentice at Dahibari Colliery.

26. The workman thereafter has challenged his order of transfer dated 12.09.2002 under section 33 A of the Industrial Disputes Act, 1947, alleging that by such impugned order of transfer, condition of his service relating to matter connected with the Industrial Dispute had been changed to his prejudice and no express permission was obtained by the Management of the Company before his transfer to Basantimata Colliery. On threadbare evaluation of facts and the law involved I hold that the order passed on 12.09.2002, ordering transfer of Balmukund Sharma to the 'Fitter Apprentice' did not amount to any change in condition of his service connected with the Industrial Dispute in Reference case no. 44 of 1999. The workman ought to have complied the lawful order of higher Authority in accordance with the Standing Order applicable to him. Therefore, no expressed permission was required for transferring the workman along one hundred and forty-nine (149) other workmen due to closure of the mine. The workman cannot be permitted to dictate his own terms and remain absent as it would be counterproductive to the industry where he is employed. Such act of a workman is paradoxical to the object of an industry. Furthermore, the information provided on the basis of R.T.I. application (Ext.W-20/1) does not establish if Dahibari Colliery was functional in September, 2002. In this regard it is appropriate to refer to the provision of section 33 (2) (a) of Industrial Disputes Act, 1947, which lays down that, during the pendency of any such proceeding in respect of an industrial dispute, the employer may, in accordance with the standing orders applicable to a workman concerned in such dispute or terms of the contract alter in regard to any matter not connected with the dispute, the conditions of service applicable to that workman immediately before the commencement of such proceeding and section 33 (2) (b) of the Industrial Disputes Act, 1947 provides that for any misconduct not connected with the dispute, discharge or punish the workman by dismissal or otherwise, provided he has been paid wages for one month and an application has been made by the employer to the Authority before which the proceeding is pending for approval.

27. The Hon'ble Supreme Court in the case of **M/s. Jaipur Zilla Sahakari Bhoomi Vikas Bank Ltd vs. Ram Gopal Sharma and others; 2002 (92) FLR 667 (SC)** held that:

"6. Answer to the question on which conflicting decisions are rendered, as noticed above, depends on a fair reading and proper interpretation of Section 33(2)(b) of the Act. Prior to the amendment of 1956, provision contained in Section 33 corresponded to the present Section 33(1) only. The object behind enacting Section 33, as it stood before it was amended in 1956, was to allow continuance of industrial proceedings pending before any authority/court/tribunal prescribed by the Act in a peaceful atmosphere undisturbed by any other industrial dispute. In course of time, it was felt that unamended Section 33 was too stringent for it placed a total ban on the right of the employer to make any alteration in conditions of service or to make any order of discharge or dismissal even in cases where such alteration in conditions of service or passing of an order of dismissal or discharge, was not in any manner connected with the dispute pending before an industrial authority. It appears, therefore, that Section 33 was amended in 1956 permitting the employer to make changes in conditions of service or to discharge or dismiss an employee in relation to matters not connected with the pending industrial dispute. At the same time, it seems to have been felt that there was need to provide some safeguards for a workman who may be discharged or dismissed during the pendency of a dispute on account of some matter unconnected with the dispute. This position is clear by reading re-drafted expanded Section 33 in 1956 containing five sub-sections. For the present purpose, we are concerned with the proviso to Section 33(2)(b).

The material and relevant portion of Section 33 reads :

"Conditions of service, etc. to remain unchanged under certain circumstances during pendency of proceedings. --(1).....

(2) During the pendency of any such proceeding in respect of an industrial dispute, the employer may, in accordance with standing orders applicable to a workman concerned in such dispute or, where there are no such standing order, in accordance with the terms of the contract, whether express or implied, between him and the workman -

(a)

(b) for any misconduct not connected with the dispute, discharge or punish, whether by dismissal or otherwise, that workman;

Provided that no such workman shall be discharged or dismissed, unless he has been paid wages for one month and an application has been made by the employer to the authority before which the proceeding is pending for approval of the action taken by the employer."

In view of the above discussion and findings, I hold that the Management of Employer Company has not violated the provisions of section 33 (1) of the Industrial Disputes Act, 1947 by passing the Order of Transfer dated 12.09.2002 in respect of Balmukund Sharma during pendency of the Industrial Dispute in Reference case no. 44 of 1999. Therefore, the Complaint case no. 03 of 2002 under section 33 A of the Industrial Disputes Act, 1947 is devoid of merit and the same is dismissed on contest. Issue framed is thus decided against the workman.

28. The other fact of the dispute is whether the Order of Dismissal dated 09/16.01.2004 of Balmukund Sharma from his service during pendency of the Industrial Dispute, based upon the outcome of Domestic Enquiry is legally tenable. The workman was chargesheeted for his unauthorized absence from duty and misconduct due to willful disobedience of the Order of Transfer passed by the higher Authority (Ext.W-12). He participated in the Enquiry Proceeding and was found guilty of the charge (Ext.W-15). A second Show cause notice was issued by the Agent of Dahibari Colliery (Ext.W-16). Balmukund Sharma replied to the second Show cause notice on 09.07.2003 (Ext.W-17). The content of the reply to the second Show cause notice is found to be an expression of his belligerent conduct that “absenting from duty is not a criminal act as it was a matter of forceful stoppage of work. That any action of the Management detrimental to the interest of workman would compel him to knock the door of the court of law. Though the claim of the workman for his regularisation to the post of Lamp Issue Clerk in Clerical Grade -III has been decided in his favour, his unauthorized absence from duty on his own accord is unacceptable and unjustified. The workman was appropriately found guilty of misconduct for disobedience of the order of higher authority and violation of Standing Order. The Enquiry Officer in his report (Ext.W-15) found Balmukund Sharma guilty of both the charges. In the instant case the Project Officer of Dahibari Colliery communicated his decision to dismiss Balmukund Sharma from his service by his order dated 09/16.01.2004 (Ext.W-18).

29. It appears to me that the Project Officer who passed the Order of Dismissal dated 09/16.01.2004 against the workman is not the appointing authority of the charged employee. Therefore, according to clause 27.2.6 of the Standing Order applicable to the workman, the Project Officer claiming to be the Disciplinary Authority is not the competent Authority to dismiss the workman. Though the provision of section 33 (2) (b) of the Industrial Disputes Act, 1947 has been satisfied and an application has been made by the Project Officer, Dahibari Colliery, seeking approval of Management’s decision of dismissal of Balmukund Sharma, same is found not tenable. The Letter of Appointment of the workman was issued by the General Manager, Chanch Victoria Area of M/s. BCCL (Ext.W-1) but the Order of dismissal has been issued by the Project Officer and not by the appointing authority. Therefore, the same cannot be approved. The issue is decided against the Management.

30. Misconduct and unauthorized absence from duty has been duly proved against the delinquent workman. Misconduct and insubordination of the workman writs large even in his reply to the second show cause notice. Instead of expressing his repentance for his adamant conduct his response is defiant to his higher authority. The workman only appears to be obsessed with the idea that he should have been regularised as a Lamp Issue Clerk and his transfer to this existing post is done to victimise him. The mitigating circumstance of his subsequent regularisation and aggravating circumstance of disobedience of order and absence from duty have been weighted but the misconduct tilts the balance against the workman and makes him liable to some punishment lesser than dismissal from service.

31. In exercise of the jurisdiction vested under section 11-A of the Industrial Disputes Act, 1947, the Tribunal if satisfied that the order of discharge or dismissal was not justified, may by its award, set aside the order of discharge or dismissal and direct reinstatement of the workman on such terms and conditions, if any as it thinks fit or give such other relief to the workman including the award of any lesser punishment in lieu of dismissal as the case may require.

32. In case of **LIC of India vs. R. Dhandapani; 2006 (108) FLR 953 (SC)**, the Hon’ble Apex Court considering the purview of the jurisdiction of the Labour Court under section 11-A of the Act opined that merely because the Labour Court found that the penalty was disproportionate it could not interject with the penalty. The court observed that while the Court under section 11-A of the Act would exercise such a jurisdiction it should not be open to criticism that such jurisdiction tends to degenerate into misplaced sympathy, generosity and private benevolence.

33. In the case of **Davalsab Husainsab Mulla vs. North West Karnataka Road Transport Corporation; 2014 (140) FLR 756 (SC)**, the Hon’ble Supreme Court observed as follows:

“12The Labour Court under section 11-A of the Act is concerned, the exercise of such power will always have to be made judicially and judiciously. Under the said provision, wide powers have been vested with the Labour Court to set aside the punishment of discharge or dismissal and its place award any lesser punishment. Therefore, high amount of care and caution should be exercised by the Labour Court while invoking the said discretionary jurisdiction for replacing the punishment of discharge or dismissal. Such exercise of discretion will have to depend upon the facts and circumstances of each case.”

The past conduct of the workman herein may be derived from Ext.W-8 / Ext.M-8, a Memorandum of Settlement dated 16.01.2001, which establish that on an earlier occasion Balmukund Sharma was found guilty for his unauthorized absence from duty from 04.06.1999 to 02.09.1999 without information and he violated the provisions of clause 26.1.1 and 26.1.15 of the Standing Order. On the basis of the Memorandum of Settlement his period of absence

was treated as dies-non and he was permitted to join his duty in the same post. The workman did not amend his conduct but maintained a defiant and disobedient behavior in his workplace. He did not carry out the order of higher Authority and refused to join his new place of posting on transfer assuming his rights. The charge frame against the workman has been duly proved and an order of dismissal has been passed against him by the Project Officer, who is not the Appointing Authority. Hence, the same is unacceptable and disapproved.

34. In Reference case no. 44 of 1999 by Award dated 16.02.2017, the Management of Victoria West Colliery of M/s. BCCL was directed to regularise the workman as Lamp Issue Clerk in Clerical Grade -III w.e.f. 03.01.1996 and to fix his pay which indicates that the workman was not offered the benefit in time. He has remained jobless for decades and ultimately crossed his age of superannuation. There is no evidence on record to establish that he had worked for gain at any other place for his livelihood and upbringing of his family. The Employer who provided the employment to the workman is equally entitled to ensure that the employee maintained utmost discipline in the establishment and duly complied the rule and regularisation applicable to the establishment and in the case of proven misconduct any order of punishment by way of dismissal should be interfered only on exercise of extreme care and caution. In this case the order for regularisation was passed subsequent to the order of dismissal. In order to give effect to the order of regularisation passed on 16.02.2017 it would be presumed that the order of dismissal dated 09/16.01.2004 had no effect.

35. In the case of **Strawboard Manufacturing Co. vs. Gobind; 1962 SCR Supl. (3) 618**, while dealing with the contention that if the employer dismisses or discharges a workman and then applies for approval of the action taken and the Tribunal refuses to approve the action, the workman would be left with no remedy as there is no provision for reinstatement in section 33(2), it is held that:

“If the tribunal does not approve of the action taken by the employer, the result would be that the action taken by him would fall and thereupon the workman would be deemed never to have been dismissed or discharged and would remain in the service of the employer.”

Since a subsequent order of regularisation has been passed, it is to be presumed that the regularisation will have a cumulative effect and not for a brief period till the order of dismissal.

36. In light of my above findings, I hold that the order of dismissal of Balmukund Sharma from service passed by the Management of M/s. BCCL is set aside. This issue in Complaint No. 01 of 2004 is accordingly decided in favour of the workman, against the Management of M/s. BCCL. On evaluation of the entire evidence on record and the admitted facts, I hold that the workman having been found guilty of misconduct for disobedience and unauthorized absence from duty cannot reap the entire benefit of employment for the period he has not rendered any service to the Employer Company. Therefore, I hold that it would be just, proper and adequate to pay only 30% (thirty percent) of the wages due to Balmukund Sharma which would accrue in his favour due to his regularisation to the post of Lamp Issue Clerk, except the period treated as dies-non in the earlier Memorandum of Settlement dated 16.01.2001. The workman herein shall be entitled to his usual retiral dues, if any. 30% (thirty percent) of wages as stated above and the retiral dues shall be paid within two months from the date of Notification of the Award.

Hence,

ORDERED

An Award be drawn up in favour of the workman, Balmukund Sharma, in terms of the above findings. Let copies of the Award in duplicate be sent to the Ministry of Labour and Employment, Government of India, New Delhi for information and Notification.

ANANDA KUMAR MUKHERJEE, Presiding Officer

नई दिल्ली, 12 अप्रैल, 2023

का.आ. 583.—ओद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मानेकशॉ केंद्र, खैबर लाइन्स दिल्ली छावनी, आर्मी बेस, नई दिल्ली ; सनशाइन एंटरप्राइजेज, संत नगर, ईस्ट ऑफ कैलाश, नई दिल्ली ; ईएसएफ सिक्योरिटीज, रॉयल टॉवर, शिप्रा सनसिटी, इंदिरापुरम, गाजियाबाद, के प्रबंधतंत्र के संबद्ध नियोजकों और श्री विक्रम सिंह, कामगार, के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार ओद्योगिक अधिकरण- सह-श्रम न्यायालय-2 नई दिल्ली के पंचाट (संदर्भ सं. 170/2020) को जैसा कि अनुलग्न में दिखाया गया है, को प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉर्पी के साथ 31.03.2023 को प्राप्त हुआ था।

[सं. एल-42012/15/2020 —आई. आर. (डीयू)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 12th April, 2023

S.O. 583.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 170/2020) of the Central Government Industrial Tribunal cum Labour Court - II New Delhi as shown in the Annexure, in the Industrial dispute between the employers in relation to Manekshaw Centre, Khyber Lines Delhi Cantonment, Army Base, New Delhi ; Sunshine Enterprises, Sant Nagar, East Of Kailash , New Delhi ; ESF Securitas, Royal Tower, Shipra Suncity, Indirapuram, Ghaziabad, and Shri. Vikram Singh, Worker, which was received along with soft copy of the award by the Central Government on 31.03.2023.

[No. L-42012/15/2020 – IR(DU)]

D. K. HIMANSHU, Under Secy.

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL –CUM- LABOUR COURT-II, NEW DELHI

Present: Smt. PRANITA MOHANTY

ID.NO. 170/2020

Sh. Manoj Kumar S/o Sh. Rakesh Kumar,
Through Shramjivi Vikas Union,
Branch C-152, Gali No. 36, Mahavir Enclave,
Part-3, New Delhi-110055.

.... Workman

Versus

1. Manekshaw Centre,
Khyber Lines Delhi Cantonment,
Army Base, New Delhi-110010.
2. Sunshine Enterprises,
49, Ground Floor, Sant Nagar ,
East Of Kailash , New Delhi-110065.
3. ESF Securitas,
Shop no. RTF-12, Royal Tower, Shipra Suncity,
Indirapuram, Ghaziabad-201014.Managements.

AWARD

In the present case, a reference was received from the appropriate Government vide reference No. L-42012/15/2020 IR(DU) New Delhi dated 15.09.2020 under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Act, for adjudication of a dispute, terms of which are as under:

“ Whether the demand of the workman Sh. Manoj Kumar S/o Sh. Rakesh Kumar as raised through Shramjivi Vikas Union vide letter dated 07.09.2017 that his services have been terminated w.e.f 17.06.2017 by the management of M/s Sunshine enterprises and if yes, to what relief is he entitled and what other directions , if any, are necessary in this regard?”

2. In the reference order, the appropriate Government commanded the parties raising the dispute to file statement of claim, complete with relevant documents, list of reliance and witnesses with this Tribunal within 15 days of receipt of the reference order and to forward a copy of such statement of claim to the opposite parties involved in the dispute. Despite directions so given, claimant opted not to file the claim statement.

3. On receipt of the above reference, notice was sent to the workman as well as the managements. Neither the postal article sent to the claimant, referred above, was received back nor was it observed by the Tribunal that postal services remained unserved in the period, referred above. Therefore, every presumption lies in favour of the fact that the above notice was served upon the claimant. Despite service of the notice, claimant opted to abstain away from the proceedings. No claim statement was filed on his behalf. Thus, it is clear that the workman is not interested in adjudication of the reference on merits.

4. Since the workman has neither put his appearance nor has he led any evidence so as to prove his cause against the management, this Tribunal is left with no choice, except to pass a 'No Dispute/Claim' award. Let this award be sent to the appropriate Government, as required under Section 17 of the Industrial Disputes Act, 1947, for publication.

PRANITA MOHANTY, Presiding Officer

नई दिल्ली, 12 अप्रैल, 2023

का.आ. 584.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ई.सी.एल. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण—सह-श्रम न्यायालय, आसनसोल के पंचाट (संदर्भ सं. 64/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 12.04.2023 को प्राप्त हुआ था।

[सं. एल-22012/339/2005-आई आर (सी.एम-II)]

मणिकंदन. एन, उप निदेशक

New Delhi, the 12th April, 2023

S.O. 584.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 64/2006) of the Central Government Industrial Tribunal-cum-Labour Court, Asansol as shown in the Annexure, in the industrial dispute between the Management of E.C.L. and their workmen, received by the Central Government on 12/04/2023

[No. L-22012/339/2005 –IR(CM-II))]

MANIKANDAN. N, Dy. Director.

ANNEXURE

BEFORE THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL -CUM- LABOUR COURT, ASANSOL.

Present: Shri ANANDA KUMAR MUKHERJEE, Presiding Officer, C.G.I.T-cum-L.C., Asansol.

REFERENCE CASE NO. 64 OF 2006

PARTIES: Ramkrit Bhuria

Vs.

Management of Bahula Colliery of M/s. ECL

REPRESENTATIVES:

For the Union/Workman: Mr. S. K. Pandey, General Secretary, Colliery Mazdoor Congress.

For the Management: Mr. P. K. Das, learned advocate.

INDUSTRY: Coal.

STATE: West Bengal.

Dated: 20.03.2023

AWARD

In exercise of powers conferred under clause (d) of Sub-section (1) and Sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), Govt. of India through the Ministry of Labour, vide its Order **No. L-22012/339/2005-IR(CM-II)** dated 05.09.2006 has been pleased to refer the following dispute between the employer, that is the Management of Bahula Colliery under Kenda Area of M/s. Eastern Coalfields Limited and their workman for adjudication by this Tribunal.

SCHEDULE

“ Whether the action of the Management of Bahula Colliery under Kenda Area of M/s. Eastern Coalfields Limited in dismissing Sri Ramkrit Bhuria, UG Loader, U.M. No. 525527 w.e.f. 21.7.2004 is legal and justified? If not, to what relief is the workman entitled? ”

1. On receiving Order No. L-22012/339/2005-IR(CM-II) dated 05.09.2006 from the Govt. of India, Ministry of Labour, New Delhi for adjudication of the dispute, a **Reference case No. 64 of 2006** was registered on 25.09.2006 and an order was passed issuing notice to the parties through registered post, directing them to appear and submit their written statements along with relevant documents in support of their claims and a list of witnesses. Both parties appeared before the Tribunal through their authorized representatives and submit their written statements.

2. Mr. P. K. Das, learned advocate appeared for the Management of Bahula Colliery, Kenda Area of M/s. Eastern Coalfields Limited. The case was fixed up on 17.02.2023 for evidence of workman witness. On repeated calls at 11.30 AM, Mr. S. K. Pandey, union representative appearing for the workman was not found available.

3. In course of proceeding Ramkrit Bhuria died and his legal heirs were substituted by order dated 24.08.2016. Several dates were fixed for evidence of the dependent of workman who filed affidavit-in-chief but failed to appear to face cross-examination.

4. In such view of matter and long pendency of case for seventeen years, I do not find any reason for further accommodation to parties who are not attending the Tribunal. Under such circumstance the reference case is dismissed in the form of a **No Dispute Award**.

Hence,

ORDERED

that a **No Dispute Award** be drawn up in respect of the above Reference case. Let copies of the Award in duplicate be sent to the Ministry of Labour and Employment, Government of India, New Delhi for information and Notification.

ANANDA KUMAR MUKHERJEE, Presiding Officer

नई दिल्ली, 12 अप्रैल, 2023

का.आ. 585.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एडीजी प्रशासन और समन्वय (सेना), क्यूएमजी शाखा, एमओडी (सेना) का एकीकृत मुख्यालय, नई दिल्ली; प्रबंधक, समूह -2 सुरक्षा सेवाएं, उत्तम नगर, नई दिल्ली, के प्रबंधतंत्र के संबद्ध नियोजकों और श्री विक्रम सिंह, कामगार, के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण- सह- श्रम न्यायालय-2 नई दिल्ली के पंचाट (संदर्भ सं. 115/2021) को जैसा कि अनुलग्न में दिखाया गया है, को प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 31.03.2023 को प्राप्त हुआ था।

[सं. एल-42025-07-2023-71-आई. आर. (डीयू)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 12th April, 2023

S.O. 585.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 115/2021) of the Central Government Industrial Tribunal cum Labour Court - II New Delhi as shown in the Annexure, in the Industrial dispute between the employers in relation to The ADG Adm. & Coord (Army), QMG Branch, integrated HQ of MOD (Army), New Delhi ;The Manager, Group-2 Security Services, Uttam Nagar, New Delhi, and Shri. Vikram Singh, Worker, which was received along with soft copy of the award by the Central Government on 31.03.2023.

[No. L-42025-07-2023-71- IR(DU)]

D. K. HIMANSHU, Under Secy.

ANNEXURE**CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, NEW DELHI.****Present:** Smt. PRANITA MOHANTY, Presiding Officer, C.G.I.T.-Cum-Labour

Court-I, New Delhi.

INDUSTRIAL DISPUTE CASE NO. 115/2021**Date of Passing Award- 14th March,2023****Between:**

Shri. Vikram Singh, S/o Sh. Banwari Lal,
R/o B-601, Gautampuri, Phase-II, Badarpur,
New Delhi-110076.

....Workman

Versus

1. The ADG Adm. & Coord (Army),
Office of the Addl. Dte. Adm. Coord,
QMG Branch Room No. S-5, integrated HQ of MOD (Army)
New Delhi- 110011.
2. The Manager, Group-2 Security Services,
C-59, Patel Garden Kakrola Marg,
Uttam Nagar, New Delhi-

....Managements.

Appearances:-

Sh Ratan Das, A/R for the Claimant.
None for the managements

AWARD

This is an application filed u/s 2- A of the ID Act by the workman against the managements praying a direction to the managements to reinstate the workman into service with full back wages and all other consequential benefits.

As per the claim statement the claimant Vikram Singh, was working as a Supervisor of House Keeping under the mgt. no. 2 from 26.04.2016 to 26.07.2017 and was deputed to work in the Army post building. When he was discharging his duty to the satisfaction of the employer, suddenly, the mgt. no. 1 and mgt. no. 2 terminated his service with effect from 26.07.2017. At the time of termination, neither the seniority list was displayed nor any notice of termination, termination compensation or notice pay was given. The action of the mgt. was in gross violation of the provisions of the ID Act. All his requests for reinstatement into service were refused by the mgt. Finding no other way he raised a dispute before the Labour Commissioner where steps were taken for conciliation. But the conciliation failed and the claimant filed the claim petition before this tribunal.

Notice was sent to both the mgt. but none appeared on behalf of the mgt. When the matter was listed for filing of w/s by the mgt. the mgt. no. 1 filed w/s denying the claim made by the claimant. At that juncture, the claimant being physically present made a statement that the mgt. no. 2 has settled the dispute with him and he has received an amount of Rs. 50,000/- from the said mgt. no. 2 by cheque no. 819596 dt. 06.08.2022 drawn from Canada Bank dated 11.08.2022. Hence, he has no claim surviving against both the respondents.

In view of the said statement of the claimant and the photocopy of the cheque filed in this record though this no dispute award is being passed. Hence ordered.

ORDER

The application filed u/s 2 A be and the same is dismissed as the claimant has no dispute against the Respondent.

Send a copy of this award to the appropriate government for notification as required under section 17 of the ID act 1947.

Dictated & Corrected by me.

PRANITA MOHNATY, Presiding Officer

नई दिल्ली, 12 अप्रैल, 2023

का.आ. 586.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार महाप्रबंधक, भारत इलेक्ट्रॉनिक्स लिमिटेड, भारत नगर, गाजियाबाद (यूपी); महासचिव, भारत इलेक्ट्रॉनिक्स कर्मचारी संघ, भारत नगर, गाजियाबाद (उ.प्र.), के प्रबंधतंत्र के संबद्ध नियोजकों और महासचिव, भारत इलेक्ट्रॉनिक्स वर्कर्स यूनियन, भारत नगर, गाजियाबाद (यूपी), के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण- सह- श्रम न्यायालय-2 नई दिल्ली के पंचाट (संदर्भ सं. 143/2012) को जैसा कि अनुलग्न में दिखाया गया है, को प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 31.03.2023 को प्राप्त हुआ था।

[सं. एल-14011/03/2012-आई आर (डीयू)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 12th April, 2023

S.O. 586.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 143/2012) of the Central Government Industrial Tribunal cum Labour Court - II New Delhi as shown in the Annexure, in the Industrial dispute between the employers in relation to The General Manager, Bharat Electronics Ltd., Bharat Nager, Ghaziabad (U.P) ;The General Secretary, Bharat Electronics Employees Union, Bharat Nagar, Ghaziabad (U.P), and The General Secretary, Bharat Electronics Workers Union, Bharat Nagar, Ghaziabad (U.P), which was received along with soft copy of the award by the Central Government on 31.03.2023.

[No. L-14011/03/2012- IR(DU)]

D. K. HIMANSHU, Under Secy.

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, NEW DELHI.

Present: Smt. PRANITA MOHNATY, Presiding Officer, C.G.I.T.-Cum-Labour

Court-II, New Delhi.

INDUSTRIAL DISPUTE CASE NO. 143/2012

Date of Passing Award- 24th March, 2023.

Between:

The General Secretary,
Bharat Electronics Workers Union,
C/o Bharat Nagar,
Ghaziabad (U.P)-201008

.....Claimant

Versus

1. The General Manager,
Bharat Electronics Ltd.
Bharat Nager,
Ghaziabad (U.P)-201008

2. The General Secretary,
 Bharat Electronics Employees Union,
 Bharat Nagar,
 Ghaziabad (U.P)-201008Managements

Appearances:-

Claimant in person

SH. Kamal Kant Tyagi, Ld.A/R for the management.

AWARD

The Government of India in Ministry of Labour & Employment has referred the present dispute existing between employer i.e. the management of (i) The General Manager, Bharat Electronics Ltd. Bharat Nager, (ii) The General Secretary, Bharat Electronics Employees Union, Bharat Nagar, and its workman/claimant herein, under clause (d) of sub section (1) and sub section (2A) of section 10 of the Industrial Dispute Act 1947 vide letter No. L-14011/03/2012(IR(DU) dated 05/10/2012 to this tribunal for adjudication to the following effect;

“Whether the action of management of Bharat Electronics Limited, Ghaziabad, for not allowing encashment of annual leave (is as being done in other units of BEL) amounts to a violation of section 9 (A) of the ID Act, 1947 is unjustified? If so, what relief the workmen are entitled to?”

A reference was received from the appropriate Govt. to adjudicate on the demand of three separate employees union of Bharat Electronics Ltd, Ghaziabad for payment of PPI for their excellent performance in stead of very good to the non executive workmen for the year 2011-2012 and to give a finding if the said demand is justified.

The unions filed their claim statement separately. But the common stand taken is that the claimants are the members of different unions, recognized by the management. The management is a public sector undertaking owned by the Govt. of India. The persons employed by the management are the employees of the company and their service conditions are regulated by the various enactments applicable to the management and some settlements arrived between the management and the employees union. It is also governed under the Bharat Electronics Standing Order updated till December 2007. The BEL is having altogether nine units functioning across India and the Head Office is located in Bengaluru. The head office and the units functioning at different places are having their own regulations governing the service condition of the employees, which by and large is the same. The management is engaged in production and manufacturing of different delicate electronic equipments and articles to cater the need of the defence establishments.

In passage of time many employees remained out of the purview of the Bonus Act and thus became deprived of the incentive in form of Bonus. Series of meetings were held between the management and the representatives of the union to resolve the issue and ensure fair distribution of the profit among the workers in form of incentives. Resultantly a settlement was arrived and a memorandum of settlement dt 03/11/2010 was signed for payment of incentives and a plant performance incentive (PPI) was prepared for the period of three years i.e from 2009 to 2012. It was decided that the non executive employees existing from the date of coverage of the establishment under the Bonus Act, but not getting the bonus shall be paid PPI under the scheme the method of calculation of the incentive and the manner of payment was envisaged. As per the prevailing practice, after closure of the financial year, the representatives of the unions were called on 02/04/2012 and congratulated for the outstanding performance of the unit. Sweets were distributed and it was decided that each non executive worker entitled to PPI shall get Rs 45,100/- though announced payment was delayed and the unions made repeated demand for the same. The corporate office by letter dt 06.09.2012, formally communicated about the PPI payable for the year 2011-2012 in which the performance of Ghaziabad unit was down graded and the PPI payable for 2011-2012 was declared to be 35330/- the union immediately protested by submitting a written memorandum. But the Bank unilaterally transferred the amount to the accounts of the eligible employees, which was complained off against the Bank. However the Management did not buzz from their anti labour activities. Finding no other way out the unions raised a dispute before the labour commissioner. For the failure in the conciliation proceeding the appropriate Govt. referred the matter for adjudication in terms of the reference.

Being noticed the management appeared and filed written statement refuting the stand taken by the claimant. It has been pleaded that PPI for the period 2009-2010, 2010-2011 and 2011-2012 are strictly payable strictly in accordance to the terms of settlement dt 03.11.2010. Following the same the PPI to all the eligible employees was paid for the period 2011-2012. The settlement dt 03.11.2010 was for full and final settlement of the demand made for

the PPI by the unions. After expiry of the settlement dt 03.11.2010, a fresh settlement dt 05.09.2014 was announced from the period 2013-2014, 2014-2015 and 2015-2016 and the PPI has been paid. The claim thus filed is untenable since no dispute relating to the amount was raised before accepting the PPI for the period 2013-2014. Hence the management pleaded for rejection of the claim.

On the rival pleadings the following issues were framed by order dt 11.04.2017.

ISSUES

- 1- Whether the demand of the unions of Bharat Electronics Ltd, Ghaziabad for payment of PPI for their excellent performance instead of very good for the non execution for the workmen for the year 2011-2012 is just and fair? If so effect.
- 2- If not, to what relief the workmen are entitled to.

The claimants thereafter were called upon to adduce evidence in support of their claim. Several opportunities were allowed for the purpose and for non appearance of the claimants fresh notices were also issued. Despite that when the claimants did not turn up, the opportunity for adducing evidence was closed. Thereafter the management was called upon to adduce evidence. But there being no evidence adduced by the claimants to discharge the burden of proof, the management expressed that no evidence by the management shall be adduced. Hence evidence was closed, argument was heard being advanced by the management.

During argument the learned AR for the management submitted that the burden of proof being on the claimant, they opted not to adduce evidence. Whereas the stand taken in the claim petition has not been substantiated the stand taken by the management stands un rebutted. Hence the claim be decided against the claimants.

On hearing the argument advanced by the management it is held that the claim advanced by the claimants has not been established. Hence a no dispute award is to be passed. Hence ordered.

ORDER

The reference be, and the same is answered against the claimants. The claim having not been established, this no dispute award is passed.

Send a copy of this award to the appropriate government for notification as required under section 17 of the ID act 1947.

The reference is accordingly answered.

Dictated & Corrected by me.

PRANITA MOHANTY, Presiding Officer

नई दिल्ली, 12 अप्रैल, 2023

का.आ. 587.—ओद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार आयुक्त, दिल्ली नगर निगम (एमसीडी), सिविक सेंटर, कमला मार्केट, नई दिल्ली, के प्रबंधतंत्र के संबद्ध नियोजकों और महासचिव, नगर कर्मचारी संघ, अग्रवाल भवन, जी.टी. रोड, तीस हजारी, दिल्ली, के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार ओद्योगिक अधिकरण- सह- श्रम न्यायालय-2 नई दिल्ली के पंचाट (संदर्भ संख्या 131/2012) को जैसा कि अनुलग्न में दिखाया गया है, को प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 31.03.2023 को प्राप्त हुआ था।

[सं. एल-42012/45/2012-आई आर (डीयू)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 12th April, 2023

S.O. 587.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 131/2012) of the Central Government Industrial Tribunal cum Labour Court - II New Delhi as shown in the Annexure, in the Industrial dispute between the employers in relation to The Commissioner, Municipal Corporation of Delhi (MCD), Civic Centre, Kamla Market, New Delhi, and The General Secretary, Municipal Employees Union, Aggarwal Bhawan, G.T. Road, Tis Hazari, Delhi, which was received along with soft copy of the award by the Central Government on 31.03.2023.

[No. L-42012/45/2012- IR(DU)]

D. K. HIMANSHU, Under Secy.

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, NEW DELHI

Present: Smt. PRANITA MOHANTY, Presiding Officer, C.G.I.T.-Cum-Labour Court-II, New Delhi.

INDUSTRIAL DISPUTE CASE NO. 131/2012

Date of Passing Award- 28thMarch,2023.

Between:

The General Secretary.
Municipal Employees Union,
Aggarwal Bhawan, G.T. Road,
Tis Hazari, Delhi-110054

.....Claimant

Versus

The Commissioner,
Municipal Corporation of Delhi (MCD),
Civic Centre, Kamla Market,
New Delhi- 110002

....Managements

Appearances:-

Sh. Rajiv Aggarwal, Ld. A/R for the Workman.
Sh. Harbansh Kaushal, Ld. A/R for the Management.

AWARD

The Government of India in Ministry of Labour & Employment has referred the present dispute existing between employer i.e. the management of (i) The Commissioner, Municipal Corporation of Delhi (MCD and its workman/claimant herein, under clause (d) of sub section (1)and sub section (2A) of section 10 of the Industrial Dispute Act 1947 vide letter No. L-42012/45/2012(IR(DU) dated 09/08/2012 to this tribunal for adjudication to the following effect';

“Whether the action of the management of Municipal Corporation of Delhi (MCD) in not promoting Sh. Surendra Pal Singh S/o Sh. Raj Pal Singh from the post of Malaria Beldar to the post of Asstt. Malaria Inspector and payment of difference thereof w.e.f. the date his junior Sh. Prem Singh S/o Sh. Girwar Singh get promoted w.e.f. 12.03.1991 is justified or not? If not what relief the workman is entitled to and from which date?”

As stated in the claim petition, the workman Surrender Pal had joined the management MCD as a Malaria Beldar in it's anti malaria Dept on 01.06.1984 and continued to work as such till 01.10.1985, when his service was illegally terminated,. Being aggrieved the claimant work man had raised an Industrial Dispute , which was registered as ID No 636/1992. The Labour court by Award dt 13/12/2002, held the order of termination by the management illegal. But no order for reinstatement or back wages was passed in that order as the labour court observed that the workman has already been reinstated by the order of the Hon'ble H C in connection with another matter. The claimant workman challenged the said award by filing WPC No 12827/2005. The Hon'ble HC of Delhi, in the said WPC, by order dt 28/10/2005, directed that the claimant shall be paid 25% of the back wages w. e. f. the date of his termination within six weeks of the date of the order. The said order was challenged by MCD in LPA No 319/2006. But the LPA was dismissed by order dt 09/11/2006. In the said order the Hon'ble court gave a direction to the management to reinstate in service on or before 15.12.2006, if not already been reinstated.

In compliance of the said direction of the Hon'ble court, the workman was assigned duty w. e. f. 15.12.2006 and back wages from the date of termination on 01/10/1985 to date of reinstatement on 14.12.2006 was paid @25% as directed by the Hon'ble court. An order to that effect was passed by the management on 15.12.2006. Thus the continuity of the service of the claimant was maintained by the orders passed by the Hon'ble High Court of Delhi and there was no break in his service.

The post of Assistant Malaria Inspector is the next promotional post in the hierarchy of the Malaria Beldars and carries a much higher pay scale than of Malaria Beldar. In the year 1991, one Shri Prem Singh, s/o Shri Girwar Singh, who was junior to the claimant being appointed on 02.04.1988, was given promotion to the post of Asst Malaria Inspector by office order dt 08.03.1991. for the illegal termination of his service in the year 1985, he was

deprived of the said promotion in spite of having the eligibility. After his reinstatement with continuity by the order of the Hon'ble High Court of Delhi, he claimed for promotion and served a demand notice dt 14/06/2010 in this regard, which was duly received by the Management. But his grievance was not redressed. Hence, he raised an Industrial Dispute before the conciliation officer, which ended in failure for the non co operation of the management and the appropriate Govt. referred the matter for adjudication in terms of the reference.

Management appeared and filed written statement stating that the workman had never served any demand notice on the management stating that an Industrial Dispute exists between the parties. On that ground and for want of espousal, the claim is not maintainable. It has further been pleaded that the claim is also not maintainable as the claimant does not possess the requisite qualification for the post of Asst Malaria Inspector as provided under the Recruitment Rules and promotional Regulations for the post of Asst Malaria Inspector. The claimant as admitted by him was appointed as Malaria Beldar in the year 1984 and worked for only 58 days i.e from 22/06/1984 to Nov 1984. Thereafter he worked with the management for 140 days i.e from April 1985 to Sept 1985. The workman was engaged as a seasonal Malaria Beldar for 4-6 months during the Transmission season only and was never appointed as a regular employee qualifying for the promotion to the post of Asst Malaria Inspector. The management has denied that a person junior to the workman was promoted w. e. f. 13.03.1991. It has been explained that Prem Singh the person named by the claimant workman was a regular seasonal Malaria Beldar and got promotion to the post of Asst Malaria Inspector on 12.03.1991, where as the claimant was regularized in service only in the year 2006 as per court order. After that he was considered for promotion to the post of Superior Field Worker and then Asst Malaria Inspector in due course. He will be promoted as the Asst Malaria Inspector in due course on fulfilling the requisite qualification as provided under the existing Recruitment Rules. Hence management has prayed for dismissal of the claim.

The claimant filed rejoinder that Industrial Dispute was properly espoused and a copy of the espousal proceeding has been filed. It has been further stated that the workman was never appointed as temporary seasonal Malaria Beldar. For the illegal termination of his service there was a break in service which was later on regularized by the order of the Hon'ble High Court. For no fault on his part, he was deprived of the promotion. He has denied the stand of the management that the work man is required to be promoted as a SFW first and then to the post of Asst Malaria Inspector.

On these rival pleadings the following issues were framed for adjudication.

ISSUES

- 1- whether the action of the Management of MCD in not promoting Surender Pal Singh from the post of Malaria Beldar to the post of Asst Malaria Inspector and payment of the difference thereof w. e. f. the date his junior Prem Singh was promoted i.e from 12.03.1991 is justified or not. If so effect.
- 2- To what relief the workman is entitled to and effect.

The claimant examined himself as WW1 and proved the documents marked in a series of Ext WW1/1 to WW1/25. The Gen Secretary of the Union of which the claimant is a member has been examined as WW2. He has proved the espousal by filing the document to that effect already marked as WW1/15.

On behalf of the management, the Deputy Health Officer Dr Ajay Kumar testified as MW 1. He also proved certain documents marked in a series of MW1/1 to MW1/3.

During course of argument the learned AR for the management submitted that the claim advanced by the claimant for promotion citing the case of Prem Singh is baseless as both of them do not stand in the same footing. More over the claimant was appointed as a regular employee in the year 2006, by the order of the Hon'ble High Court of Delhi. Thus he is to be governed as per the recruitment Rule in vogue then. He also argued that the claim is not maintainable for want of espousal and the claim has become infructuous as the claimant has already been promoted to the post of Asst Malaria Inspector which he accepted without any objection. The counter argument of the AR for the claimant is that the management being the employer, is in possession of all the relevant papers and the recruitment Rules and circular. The management, thus has to prove that the claimant was not appointed in the year 1985 on regular basis or he was a seasonal temporary Malaria Beldar and was made regular in the year 2006, for the order of the Hon'ble High Court. Not only that the management has to prove that Prem Singh was a permanent seasonal Beldar appointed in 1988. He also argued that the evidence adduced by the claimant properly proves his claim. But management has failed to prove the stand taken in the WS.

Be it stated here that no issue has been framed on the maintainability of the proceeding on absence of espousal. On the contrary the claimant by examining WW2 and producing the document Ext WW1/15, has proved the espousal for raising the Industrial Dispute. Hence the only point that remains for decision is if the claim advanced by the claimant for his promotion with retrospective effect with consequential benefits is maintainable or not.

FINDINGS

The claimant has stated that he was appointed as a Malaria Beldar in the management on 01/06/1984 and his service was terminated illegally on 01.10.1985. His termination was held to be illegal by the award of the labour court passed in ID No 636/1992. But for the order passed by the Hon'ble HC of Delhi, he was reinstated in to service on 15.12.2006 and 25% of the back wage was given to him as arrear from the date of termination i.e 01/10/1985 to 14.12.2006. The claimant while deposing as WW1 has reiterated the same. It is also admitted that by the management that pursuant to the order passed by the Hon'ble H C in WPC No 12827/2005, the claimant was reinstated to service on 15.12 2006 with 25% back wage s from the date of termination.

The claimant has asserted that the termination was held illegal and the management allowed him continuity of service from the date of the said illegal termination by allowing 25%back wages as directed by the HC. Hence he is entitled to all other consequential benefits including promotion to the post of Asst Malaria Inspector from the date on which his junior Prem Singh was promoted. The management has denied this assertion of the claimant on the ground that Prem Singh was not junior to the claimant as Prem Singh was appointed as a regular beldar, where as the claimant was appointed as a temporary seasonal malaria beldar. The witness Dr. Ajay Kumar examined by the management has stated that the claimant does not stand on same footing with Prem Singh appointed as a regular Malaria Beldar. This statement of the witness stands contrary to the pleading in the WS where management has admitted that Prem Singh was appointed as a regular seasonal malaria beldar. The witness has tried to draw a line between the claimant and Prem Singh by saying that the claimant was a seasonal Malaria Beldar and Prem Singh was a regular seasonal malaria beldar. It has not been explained by the management what is the difference between seasonal Malaria Beldar and regular seasonal Malaria Beldar, when the word seasonal refers to the work done during a particular season and a person engaged for seasonal work, how can be treated as a regular employee.

On the contrary, the claimant, while deposing as a witness has filed the photocopy of the office order of the Management dt 11/05/1988 marked as Ext WW1/9, which is the appointment order of Prem Singh on 11/05/1988 as the Malaria Beldar on temporary basis. The management has admitted that the claimant was appointed as temporary Malaria Beldar on 01/06/1984 and he was granted back wages from 01/10/1985 to 14/12 2006 and reinstated in to service on 15.12.2006, which means the claimant was senior to Prem Singh on the basis of the date of appointment and his service continuity was maintained by the order of the court, though he was not in service for some time on account of his illegal termination. The other document filed by the claimant as Ext WW1/10 and WW1/12, which are the office order of the management giving promotion to Prem Singh and several others on 08/03/1991 from Malaria Beldar to Asst Malaria Inspector. WW1/11 is the joining letter dt 12 .03. 1991 of Prem Singh.

The management while explaining the situation has stated that for promotion to the post of Asst Malaria Inspector the requisite qualification is High School Certificate pass and Sanitary Inspector Diploma. The claimant was not possessing the requisite qualification. Hence he was not considered. MW1 who is the Deputy Health Officer of the Management has stated during cross examination that the claimant has been promoted to the post of Asst Malaria Inspector on 10/08/2017, when he acquired the requisite qualification. To support his contention, the copy of the Asst Malaria Inspector Recruitment Regulation 2009, which came in to force on 16 th Feb 2010 has been filed as Ext Mw 1/2. The witness added that for filling up the posts, 30% shall be considered from the feeder cadre and the persons to be considered are the SFW worked for 11 years continuously in the grade pay of 800/- hence no illegality was meted out to the claimant.

But on behalf of the claimant argument was advanced that in the year 1991 when the junior of the claimant was promoted the regulation of 2009 was not in force and as per the earlier regulation, there was no prescribed qualification for the promotion to the post of Asst Malaria Inspector. The old regulation which was in force in the year 1991 has been filed by the claimant. As per the said notification dt 12.08.1985, which is with regard to the Recruitment and promotion to the post of Asst Malaria Inspector, no educational qualification has been prescribed for the in service candidates, where as matriculation pass was the requisite qualification for direct recruitment.

On careful perusal of the oral and documentary evidence filed by the parties, it is held that, had the claimant not been illegally terminated in the year 1985, he would have been considered for promotion in the year 1991, when the junior to him Prem Singh was promoted on 13.03.1991 as both the claimant and Prem Singh stand in the same footing. It is a fact to be noticed that the promotion order of Prem Singh marked as WW1/12, nowhere mentions the qualification of the persons promoted as the same was not a required criterion as per the Regulation for Promotion and Recruitment of Asst Malaria Inspector, notified on 12.08.1985. The Regulation of 2009 is not applicable to the claimant, as his service continuity was maintained from 1985 by the order of the High Court and he is eligible for promotion since 1991, but for the illegal termination in the year 1985. The stand of the management that the regulation 2009 is applicable to the claimant and he was ignored for lack of requisite qualification is not acceptable. Hence ordered.

ORDER

The reference be and the same is answered in favour of the claimant. It is held that the decision of the management in not promoting the claimant Sh. Surender Pal Singh S/O Rajpal Singh to the post of Asst Malaria Inspector is illegal. It is directed that the management shall give promotion to the claimant to the post of Asst Malaria Inspector i.e. the date 12.03.1991, when his junior Sh. Prem Singh was promoted as Asst Malaria Inspector and grant him the financial and all other service benefits attached to that post from the date of promotion. Since the claimant has been given promotion as SFW and Asst Malaria Inspector during the intervening period, the financial benefits allowed to him for such promotion shall be adjusted towards the financial benefits he is entitled to on account of promotion w. e. f. 12.03.1991. This direction shall be carried out by the management within three months from the date of publication of the award, failing which the financial benefit, the claimant is entitled to shall carry interest @ 6% from the date of accrual and till the final payment is made.

Send a copy of this award to the appropriate government for notification as required under section 17 of the ID Act 1947.

The reference is accordingly answered.

Dictated & Corrected by me.

PRANITA MOHANTY, Presiding Officer

नई दिल्ली, 12 अप्रैल, 2023

का.आ. 588.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सहारा एयरलाइंस लिमिटेड के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण – सह – श्रम न्यायालय, नं. 1. मुंबई के पंचाट (संदर्भ संख्या सीजीआईटी-1/34/2013) को प्रकाशित करती है, जो केन्द्रीय सरकार को 07.04.2023 को प्राप्त हुआ था।

[सं. एल. 11012/17/2013-आई. आर. (सी.एम-1)]

मणिकंदन. एन, उप निदेशक

New Delhi, the 12th April, 2023

S.O. 588.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. REFERENCE No.CGIT- 1/34/2013) of the Central Government Industrial Tribunal-cum-Labour Court, No.1, Mumbai as shown in the Annexure, in the industrial dispute between the Management of Sahara Airlines Ltd. and their workmen, received by the Central Government on 07/04/2023.

[No. L-11012/17/2013 – IR (CM-I)]

MANIKANDAN. N, Dy. Director

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO.1

MUMBAI

Present

Smt. PRANITA MOHANTY

Presiding Officer

REFERENCE NO.CGIT-1/34 OF 2013

Parties : Employers in relation to the management of

Sahara Airlines Ltd.

And

Their workmen

Appearances:

For the first party no.1 Management: Absent.

For the second party workman : Absent.

State : Maharashtra

Mumbai, dated the 08th day of September, 2022

AWARD

1. The present reference has been made by the Central Government by its order dated 23.7.2013 passed in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947. The terms of reference as per the schedule to the said order are as under:

Whether the management of M/s Sahara Airlines Ltd. And M/s/ Sahara Indian Commercial Corporation Ltd., has contravened Section 2(ra) of clause 1.5(a)(b) of the Fifth Schedule of I.D.Act, by not allowing the applicant to join either at his transferred place or at his born place of appointment? 2) If so whether the case of workman is fit for reinstatement in the services of M/s. Sahara Airlines Ltd. With all consequential benefits with retrospective effect from 7.6.2007?"

2. By the order dated 23.12.2013, notices were directed to be issued to the parties. Accordingly, notices were issued to the parties by Registered Post AD.

3. From the Perusal of the record, it appears that notices addressed to the first party/Management Nos.1, 2 and 3 were sent at their respective addresses as shown in the Order of Reference. Notice sent to the first party/Management No.2 by Registered Post AD has been received back unserved with the postal remark 'left'. As regards notices sent to the first party/Management No.1 and the first party Management No.3 at their Lucknow address by Registered Post AD, neither undelivered postal envelope nor acknowledgement card has been received back. Perusal of the record further reveals that Notices sent to the first party managements again and again remained unserved. Mr.M.B.Anchan learned counsel for the workman appeared on behalf of the workman and submitted before the Tribunal on 14.02.2017 that the first parties are not receiving the notice. Both parties remained absent before this Tribunal 10.7.2018 till date. Statement of claim has been filed by the workman which is on record but no written statements has been filed.

4. The case is taken up today. Both parties are absent.

5. No written statement has been filed on behalf of the first party managements. By order sheet dated 20.7.2022, this Tribunal directed that the proceedings be held ex parte. It is further noted that the case was fixed for 01.9.2022 for evidence to be adduced by the claimant workman and it was made clear that if the claimant if would not adduce evidence on the next date the hearing of the matter shall be closed and no claim award shall be passed. Both the parties were absent on 01.9.2022 and the matter was fixed on 7.9.2022.

6. On 7.9.2022, when the matter was taken up for hearing both the parties were absent. Therefore, No dispute award is being passed.

7. Award is passed accordingly.

PRANITA MOHANTY, Presiding Officer

नई दिल्ली, 12 अप्रैल, 2023

का.आ. 589.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार प्रबंध निदेशक, टेंटकल सेक्युरे स्क्वायर स्कॉड प्रा. लिमिटेड नोलंबूर, चेन्नई; महाप्रबंधक, मैसर्सी इंडिया लिमिटेड टाउनशिप एडमिनिस्ट्रेशन, नेवेली, के प्रबंधतंत्र के सबद्ध नियोजकों और श्री आर सुरेन्द्रनाथ, कामगार, के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक न्यायाधिकरण सह श्रम न्यायालय - चेन्नई के पंचाट(संदर्भ सं. 67/2022) को जैसा कि अनुलग्नक में दिखाया गया है, को प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 10.04.2022 को प्राप्त हुआ था।

[सं. एल -42025-07-2023-73-आई.आर. (डीयू)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 12th April, 2023

S.O. 589.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 67/2022) of the Central Government Industrial Tribunal cum Labour Court—Chennai as shown in the Annexure, in the Industrial dispute between the employers in relation The Managing Director, Tentacle Sequre Square Squads Pvt. Ltd. Nolambur, Chennai ; The General Manager, M/s. NLC India Limited Township Administration, Neyveli, and Shri R. Surendranath, Worker, which was received along with soft copy of the award by the Central Government on 10.04.2022.

[No. L-42025-07-2023-73-IR (DU)]

D. K. HIMANSHU, Under Secy.

ANNEXURE
BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL- CUM - LABOUR COURT
CHEENNAI

Present: **DIPTI MOHAPATRA, LL.M.**

PRESIDING OFFICER

Date: 01.03.2023

Sh. R. Surendranath

S/o M. Rajendran

No. 17/65, Indra Nagar

Parvathipuram Vadalur

Tamilnadu-607303No.

....1st Party/Petitioner

AND

1. The Managing Director

Tentacle Sequre Square Squads Pvt. Ltd.
 MIG-306, TNHB, Phase-II, 3rd Main Road
 Nolambur, Chennai 600 037

....First Respondent

2. The General Manager

M/s. NLC India Limited
 Township Administration
 Neyveli – 607 801

...Second Respondent

Appearance:

For the 1st Party/Petitioner : None

For the Respondents 1 to 3 : M/s. N. Nithianandam

AWARD

The Central Government, Ministry of Labour & Employment vide its Order No.
 01/11/2021/PDY/Adj/A1 dated 01.07.2022 referred the following Industrial Dispute to this Tribunal for adjudication.

The schedule mentioned in that order is:

**“Whether the claim of Sh. Surendranath alleging termination of employment w.e.f.
 18.08.2020 by the management of Tentacle Sequre Square Squads P Ltd (NLC Contractor) is
 legal and justified? If not, to what relief the workman is entitled to?**

2. On receipt of the above reference dtd. 01.07.2022 from the appropriate Government, the dispute was registered as ID No. 67/2022 and due notices were issued to both the parties for their appearance fixing the case to 29.09.2022. Neither the Petitioner nor any Counsel / Authorized Representative turned up resulting further adjournments to 04.11.2022 and 03.10.2022. The Petitioner did not turn up whereas the Second Respondent files V.Nama. It reveals from the body of reference that while the appropriate Govt. sent the reference dated 01.07.2022 to this Tribunal for adjudication, copies of the reference were sent to the Petitioner and all the opposite parties. It is therefore well presumed that both parties must have received the reference. Even then for the interest of justice, the

Petitioner was once again directed to appear and to file claim statement fixing the case to 15.12.2022. The Petitioner did not turn up nor any authorized representative of the counsel on his behalf were present. The claim statement was not furnished in any manner by the Petitioner. However for the interest of justice, the case is once again listed to 28.03.2022 for appearance / claim statement. On that day, on repeated calls, the Petitioner did not turn up. The R2 was re-presented through counsel. It reveals the Petitioner, despite of sufficient opportunity choose not to appear or to file claim statement and documents.

3. In the circumstance it deems proper not to re-list the case for the same purpose to any other date which would be wastage of the valuable time this Tribunal. The case was reserved for Final Order.

4. In view of the discussion held supra, it is crystal clear that the petitioner has got no interest to proceed with the case. Thus, the Tribunal is not in a position to adjudicate the dispute as referred by the Appropriate Government as there exist no Industrial Dispute for adjudication as per the reference.

In the result the reference is answered against the petitioner.

An Award is passed accordingly.

DIPTI MOHAPATRA, Presiding Officer

नई दिल्ली, 12 अप्रैल, 2023

का.आ. 590.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार प्रबंध निदेशक, टेंटकल सेकुरे स्क्वायर स्क्वाड प्रा. लिमिटेड नोलंबूर, चेन्नई; महाप्रबंधक, मैसर्सी इंडिया लिमिटेड टाउनशिप एडमिनिस्ट्रेशन, नेवेली, के प्रबंधतंत्र के संबद्ध नियोजकों और श्री के. वेंकटेशन, कामगार, के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक न्यायाधिकरण सह श्रम न्यायालय - चेन्नई के पंचाट (संदर्भ सं. 49/2022) को जैसा कि अनुलग्नक में दिखाया गया है, को प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 10.04.2022 को प्राप्त हुआ था।

[सं. एल -42025-07-2023-74-आई.आर.(डीयू)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 12th April, 2023

S.O. 590.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 49/2022) of the Central Government Industrial Tribunal cum Labour Court— Chennai as shown in the Annexure, in the Industrial dispute between the employers in relation The Managing Director, Tentacle Sequre Square Squads Pvt. Ltd. Nolambur, Chennai ; The General Manager, M/s. NLC India Limited Township Administration, Neyveli, and Shri K. Venkatesan, Worker, which was received along with soft copy of the award by the Central Government on 10.04.2022.

[No. L-42025-07-2023-74-IR (DU)]

D. K. HIMANSHU, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL- CUM - LABOUR COURT CHENNAI

Present: DIPTI MOHAPATRA, LL.M.
PRESIDING OFFICER
Date: 01.03.2023

Sh. K. Venkatesan

S/o, L. Kannan

No. 267, Navalur Street

Block-21, Neyveli,

Tamilnadu – 607807

...1st Party/Petitioner

AND

1. The Managing Director

Tentacle Sequre Square Squads Pvt. Ltd.
 MIG-306, TNHB, Phase-II, 3rd Main Road
 Nolambur, Chennai 600037

....First Respondent

2. The General Manager

M/s. NLC India Limited
 Township Administration
 Neyveli – 607801

....Second Respondent

Appearance:For the 1st Party/Petitioner : None

For the Respondents 1 to 3 : M/s. N. Nithianandam

AWARD

The Central Government, Ministry of Labour & Employment vide its Order No. 1/36/2021/PDY/Adj/A1 dated 30.06.2022 referred the following Industrial Dispute to this Tribunal for adjudication.

The schedule mentioned in that order is:

“Whether the claim of Sh. K. Venkatesh alleging termination of employment w.e.f. 18.08.2020 by the management of Tentacle Sequre Squads P Ltd (NLC Contractor) is legal and justified? If not, to what relief the workman is entitled to?

2. On receipt of the above reference dtd. 30.06.2022 from the appropriate Government, the dispute was registered as ID No. 49/2022 and due notices were issued to both the parties for their appearance fixing the case to 18.08.2022. Neither the Petitioner nor any Counsel / Authorized Representative turned up resulting further adjournments to 13.08.2022, 03.10.2022 and 02.11.2022. The Petitioner did not turn up whereas the Second Respondent files V.Nama. It reveals from the body of reference that while the appropriate Govt. sent the reference dated 30.06.2022 to this Tribunal for adjudication, copies of the reference were sent to the Petitioner and all the opposite parties. It is therefore well presumed that both parties must have received the reference. Even then for the interest of justice, the Petitioner was once again directed to appear and to file claim statement fixing the case to 15.12.2022. The Petitioner did not turn up nor any authorized representative of the counsel on his behalf were present. The claim statement was not furnished in any manner by the Petitioner. The R1 was not present, whereas R2 was present. It reveals the Petitioner, despite of sufficient opportunity choose not to appear or to file claim statement and documents.

3. In the circumstance it deems proper not to re-list the case for the same purpose to any other date which would be wastage of the valuable time of this Tribunal. The case was reserved for Final Order.

4. In view of the discussion held supra, it is crystal clear that the petitioner has got no interest to proceed with the case. Thus, the Tribunal is not in a position to adjudicate the dispute as referred by the Appropriate Government as there exist no Industrial Dispute for adjudication as per the reference.

In the result the reference is answered against the petitioner.

An Award is passed accordingly.

DIPTI MOHAPATRA, Presiding Officer

नई दिल्ली, 12 अप्रैल, 2023

का.आ. 591.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार प्रबंध निदेशक, टेंटकल सेकुरे स्क्वायर स्क्वाड प्रा. लिमिटेड नोलंबूर, चेन्नई; महाप्रबंधक, मैसर्सी इंडिया लिमिटेड टाउनशिप एडमिनिस्ट्रेशन, नेवेली, के प्रबंधतंत्र के संबद्ध नियोजकों और श्री आर भारती राजन, कामगार, के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक न्यायाधिकरण सह श्रम न्यायालय - चेन्नई के पंचाट(संदर्भ संख्या 68/2022) को जैसा कि अनुलग्नक में दिखाया गया है, को प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 10.04.2022 को प्राप्त हुआ था।

[सं. एल -42025-07-2023-72-आईआर(डीयू)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 12th April, 2023

S.O. 591.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 68/2022) of the Central Government Industrial Tribunal cum Labour Court— Chennai as shown in the Annexure, in the Industrial dispute between the employers in relation The Managing Director, Tentacle Sequre Square Squads Pvt. Ltd. Nolambur, Chennai ; The General Manager, M/s. NLC India Limited Township Administration, Neyveli, and Shri R. Bharathi Rajan, Worker, which was received along with soft copy of the award by the Central Government on 10.04.2022.

[No. L-42025-07-2023-72-IR (DU)]

D. K. HIMANSHU, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL- CUM - LABOUR COURT CHENNAI

Present: **DIPTI MOHAPATRA, LL.M.**

PRESIDING OFFICER

Date: 01.03.2023

Sh. R. Bharathi Rajan

S/o T. Ramalingam

No. 63-A, Natesan Nagar

Vadalur

Tamilnadu – 607 303

....1st Party/Petitioner

AND

3. The Managing Director

Tentacle Sequre Square Squads Pvt. Ltd.

MIG-306, TNHB, Phase-II, 3rd Main Road

Nolambur, Chennai 600 037

....First Respondent

4. The General Manager

M/s. NLC India Limited

Township Administration

Neyveli – 607 801

....Second Respondent

Appearance:

For the 1st Party/Petitioner : None

For the Respondents 1 to 3 : M/s. N. Nithianandam

AWARD

The Central Government, Ministry of Labour & Employment vide its Order No. 01/12/2021/PDY/Adj/A1 dated 01.07.2022 referred the following Industrial Dispute to this Tribunal for adjudication.

The schedule mentioned in that order is:

“Whether the claim of Sh. R. Bharathi Rajan alleging termination of employment w.e.f. 18.08.2020 by the management of Tentacle Sequre Squads P Ltd (NLC Contractor) is legal and justified? If not, to what relief the workman is entitled to?

2. On receipt of the above reference dtd. 01.07.2022 from the appropriate Government, the dispute was registered as ID No. 68/2022 and due notices were issued to both the parties for their appearance fixing the case to 29.09.2022. Neither the Petitioner nor any Counsel / Authorized Representative turned up resulting further adjournments to 04.11.2022. The Petitioner did not turn up whereas the Second Respondent files V.Nama. It reveals from the body of reference that while the appropriate Govt. sent the reference dated 01.07.2022 to this Tribunal for adjudication, copies of the reference were sent to the Petitioner and all the opposite parties. It is therefore well presumed that both parties must have received the reference. Even then for the interest of justice, the Petitioner was once again directed to appear and to file claim statement fixing the case to 15.12.2022. The Petitioner did not turn up nor any authorized representative of the counsel on his behalf were present. The claim statement was not furnished in any manner by the Petitioner. However for the interest of justice, the case is once again listed to 28.03.2022 for appearance / claim statement. On that day, on repeated calls, the Petitioner did not turn up. The R2 was re-presented

through counsel. It reveals the Petitioner, despite of sufficient opportunity choose not to appear or to file claim statement and documents.

3. In the circumstance it deems proper not to re-list the case for the same purpose to any other date which would be wastage of the valuable time this Tribunal. The case was reserved for Final Order.

4. In view of the discussion held supra, it is crystal clear that the petitioner has got no interest to proceed with the case. Thus, the Tribunal is not in a position to adjudicate the dispute as referred by the Appropriate Government as there exist no Industrial Dispute for adjudication as per the reference.

In the result the reference is answered against the petitioner.

DIPTI MOHAPATRA, Presiding Officer

नई दिल्ली, 12 अप्रैल, 2023

का.आ. 592.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार प्रोपराइटर, विजय सिक्यूरिटी सर्विसेस, C/o अलामड़ी सीमेन स्टेशन, एनडीडीआर, चेन्नई; महाप्रबंधक, अलमदी वीर्य स्टेशन, एनडीडीआर, चेन्नई, के प्रबंधतंत्र के संबद्ध नियोजकों और महासचिव, ऊथकोट्टूर वट्टारा अमईपुरसरा मातरम, पोधु थोळिलार्गल संगम, पेरियापलायम, तिरुवल्लुर, तमिलनाडु, के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक न्यायाधिकरण सह श्रम न्यायालय - चेन्नई के पंचाट(संदर्भ संख्या 9/2021) को जैसा कि अनुलग्नक में दिखाया गया है, को प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 10.04.2022 को प्राप्त हुआ था।

[सं. एल-42011/125/2020-आईआर(डीयू)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 12th April, 2023

S.O. 592.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 9/2021) of the Central Government Industrial Tribunal cum Labour Court—Chennai as shown in the Annexure, in the Industrial dispute between the employers in relation The Proprietor, Vijay Security Services, C/o Alamadhi Semen Station, NDDR, Chennai ;The General Manager, Alamadhi Semen Station, NDDR, Cennai, and The General Secretary, Oothkottai Vattara Amaipursara Matrum, Podhu Thozhilargal Sangam, Periapatayam, Thiruvallur, Tamilnadu, which was received along with soft copy of the award by the Central Government on 10.04.2022.

[No. L-42011/125/2020-IR (DU)]

D. K. HIMANSHU, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM- LABOUR COURT CHENNAI

Present: **DIPTI MOHAPATRA, LL.M.**
PRESIDING OFFICER

Date: 02.03.2023

The General Secretary

Oothkottai Vattara Amaipursara Matrum

Podhu Thozhilargal Sangam

Grahapravesa Nagar, Periapatayam

Thiruvallur, Tamilnadu-601102

....1st Party/Petitioner

AND

1. The Proprietor
Vijay Security Services
C/o Alamadhi Semen Station
NDDR, Chennai-600 040

....First Respondent

2. The General Manager

Alamadhi Semen Station

NDDR, Cennai-600 040 : Second Respondent

Appearance:

For the First Party/Petitioner Union : M/s V. Ajoy Khose

For the First Respondent : M/s R. Jayaprakash

For the Second Respondent : M/s T.S. Gopalan & Co.

AWARD

The Central Government, Ministry of Labour & Employment vide its Order No. L-42011 /125 /2020[IR(DU)] dtd. 04.0.2021 referred the following Industrial Dispute to this Tribunal for adjudication.

The schedule mentioned in that order is:

“Whether the action of the Management of M/s Almaadhi Semen Station, Chennai (Principal Employer) through M/s Vijay Security & Facility Services, Contractor in not giving employment to 9 workers (List Attached) as raised by Uthukottai Vattra Amaippusara Aatrum Pothu Thozhilalar Sangam is proper, legal and justified? If not, to what reliefs are the workers entitled to? What directions, if any, are necessary in this regard?”

1. On receipt of the above reference dtd. 04.01.2021 from the appropriate Government, the dispute was registered as ID No. 9/2021 and due notices were issued to both the parties for their appearance fixing the case to 01.04.2021. Neither the General Secretary / Authorized Representative nor any adjourned for the purpose intervening several adjournments (almost 7 adjournments till 20.01.2021). The Petitioner's Counsel filed V nama. Accordingly the Petitioner was directed to

2. File Claim Statement and the case was listed to 14.03.2021. The Petitioner did not turn up resulting further 5 adjournments. The Petitioner, the General Secretary of the 1st Party Union did not turn up. However, without resorting to any coercive step against the Petitioner the Tribunal so-motto afforded more adjournments as last chance fixing the case to 28.11.2022. The Petitioner did not turn up nor furnished Claim Statement in any manner available to him. Even then the case was posted 30.11.2022. On that day neither the General Secretary nor any A/R / Counsel appeared. The Claim Statement was not filed. The case was reserved for Final Order. It would not be out of place to mention that Petitioner did not appear till the date nor filed any petition to file Claim Statement.

3. It reveals that despite of many opportunities though afforded in favour of the Petitioner, no progress was noticed in the ID case, simply because of non-appearance and non-compliance by the Petitioner. In the circumstance it deems proper not to re-list the case for the same purpose. The case was accordingly posted for final order.

4. In view of the discussion held supra, it is crystal clear that the Petitioner has got no interest to proceed with the case. Thus, the Tribunal is not in a position to adjudicate the dispute as referred by the Appropriate Government as there exists no Industrial Dispute for adjudication as per the reference.

In the result the reference is answered against the petitioner.

An Award is passed accordingly.

DIPTI MOHAPATRA, Presiding Officer

नई दिल्ली, 12 अप्रैल, 2023

का. आ. 593.—ओद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एलएसजी स्काई शेफ (इंडिया) प्राइवेट लिमिटेड, देवनाहल्ली, बंगलुरु के प्रबंधतंत्र के संबद्ध नियोजकों और श्री वी के नारायण स्वामी, बैंगलोर के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार ओद्योगिक अधिकरण एवं श्रम न्यायालय, बैंगलोर के, पंचाट (रिफरेन्स न.-25/2013) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉर्पी के साथ 12.04.2023 को प्राप्त हुआ था।

[सं. जेड-16025/04/2023-IR(M)-32]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 12th April, 2023

S.O. 593.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 25/2013) of the Central Government Industrial Tribunal cum Labour Court, Bangalore as shown in the Annexure, in the Industrial dispute between the employers in relation to LSG Sky Chef (India) Pvt. Ltd., Devanahalli, (Bengaluru) and Shri V K Narayan Swamy, Bangalore which was received along with soft copy of the award by the Central Government on 12.04.2023.

[No. Z-16025/04/2023-IR(M)-32]

D. K. HIMANSHU, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT BANGALORE, CAMP COURT AT HYDERABAD

DATED : 6th JANUARY 2023
PRESENT : **Shri IRFAN QAMAR** Presiding Officer
ID. No. 25/2013

I Party
Sh. V K Narayan Swamy,
No. 90, Sadanandanagar,
Temple Road, Indiranagar,
BANGALORE – 560 038.

II Party
The Management of LSG Sky Chef (India) Pvt. Ltd.,
Kempegowda International Airport, Devanahalli,
BENGALURU – 560 300.

Appearance

Advocate for I Party : Mr. Clifton D'Rozario
Advocate for II Party : Mr. K R Anand

AWARD

1. The petition is filed under Sec 2-A(2) of the Industrial Disputes (Amendment) Act, 2010 (for brevity ‘the Act’) by the 1st Party workman / former employee of the LSG Sky Chef (India) Private Limited who is dismissed from service vide order dated 16.07.2012 by the 2nd Party.

2. After Registering the matter notices were issued to parties who appeared. During the pendency of Industrial Dispute parties filed Joint Memorandum of Settlement wherein they have agreed that they have signed voluntarily and satisfied with amount so received from the management and approached the tribunal to accept the settlement. Therefore, prayed to pass consent award in the interest of justice.

3. Perused the record, parties have filed Joint Memorandum of Settlement in the present matter voluntarily and prayed to pass consent Award in terms of the settlement. The Settlement has been duly signed by both the parties. Therefore, in view of the above settlement is allowed and the consent award in terms of the settlement is passed accordingly. Transmit.

IRFAN QAMAR, Presiding Officer

नई दिल्ली, 12 अप्रैल, 2023

का. आ. 594.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एलएसजी स्काई शेफ (इंडिया) प्राइवेट लिमिटेड, देवनाहल्ली, बंगलुरु के प्रबंधतंत्र के संबद्ध नियोजकों और श्री मुरली बी एम, बैंगलोर के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, बैंगलोर के, पंचाट (रिफरेन्स न.-23/2013) को जैसा कि अनुलग्न में दिखाया गया है, को प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 12.04.2023 को प्राप्त हुआ था।

[सं. जेड-16025/04/2023-IR(M)-31]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 12th April, 2023

S.O. 594.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 23/2013) of the Central Government Industrial Tribunal cum Labour Court, Bangalore as shown in the Annexure, in the Industrial dispute between the employers in relation to LSG Sky Chef (India) Pvt. Ltd., Devanahalli, (Bengaluru) and Shri Murali B M, Bangalore which was received along with soft copy of the award by the Central Government on 12.04.2023.

[No. Z-16025/04/2023-IR(M)-31]

D. K. HIMANSHU, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT BANGALORE, CAMP COURT AT HYDERABAD

DATED : 6th JANUARY 2023

PRESENT : **Shri IRFAN QAMAR**, Presiding Officer
ID NO. 23/2013

I Party

Sh. Murali B M,
No. 545, Church Road,
2nd Cross, New Thippasandra,
BANGALORE – 560 075.

II Party

The Management of LSG Sky Chef (India) Pvt. Ltd.,
Kempegowda International Airport, Devanahalli,
BENGALURU – 560 300.

Appearance

Advocate for I Party : Mr. Clifton D'Rozario
Advocate for II Party : Mr. K R Anand

AWARD

1. The petition is filed under Sec 2-A(2) of the Industrial Disputes (Amendment) Act, 2010 (for brevity ‘the Act’) by the 1st Party workman / former employee of the LSG Sky Chef (India) Private Limited who is dismissed from service vide order dated 16.07.2012 by the 2nd Party.

2. After Registering the matter notices were issued to parties who appeared. During the pendency of Industrial Dispute parties filed Joint Memorandum of Settlement wherein they have agreed that they have signed voluntarily and satisfied with amount so received from the management and approached the tribunal to accept the settlement. Therefore, prayed to pass consent award in the interest of justice.

3. Perused the record, parties have filed Joint Memorandum of Settlement in the present matter voluntarily and prayed to pass consent Award in terms of the settlement. The Settlement has been duly signed by both the parties. Therefore, in view of the above settlement is allowed and the consent award in terms of the settlement is passed accordingly. Transmit.

IRFAN QAMAR, Presiding Officer

नई दिल्ली, 12 अप्रैल, 2023

का. आ. 595.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एलएसजी स्काई शेफ (इंडिया) प्राइवेट लिमिटेड, देवनाहल्ली, बंगलुरु के प्रबंधतंत्र के संबद्ध नियोजकों और श्री सगायराज जी, बैंगलोर के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, बैंगलोर के, पंचाट (रिफरेन्स नं.-22/2013) को जैसा कि अनुलग्नक में दिखाया गया है, को प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 12.04.2023 को प्राप्त हुआ था।

[सं. जेड-16025/04/2023-IR(M)-30]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 12th April, 2023

S.O. 595.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 22/2013) of the Central Government Industrial Tribunal cum Labour Court, Bangalore as shown in the Annexure, in the Industrial dispute between the employers in relation to LSG Sky Chef (India) Pvt. Ltd., Devanahalli, (Bengaluru) and Shri Sagayaraj G, Bangalore which was received along with soft copy of the award by the Central Government on 12.04.2023.

[No. Z-16025/04/2023-IR(M)-30]

D. K. HIMANSHU, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT BANGALORE, CAMP COURT AT HYDERABAD

DATED : 6th JANUARY 2023

PRESENT : **Shri IRFAN QAMAR**, Presiding Officer

ID NO. 22/2013

I Party

Sh. Sagayaraj G,
No. 379 2/B,
Ground Floor,
Narayanappa Garden,
K Arahara,
BANGALORE – 560 017.

II Party

The Management of LSG Sky Chef (India) Pvt. Ltd.,
Kempegowda International Airport, Devanahalli,
BENGALURU – 560 300.

Appearance

Advocate for I Party : Mr. Clifton D'Rozario

Advocate for II Party : Mr. K R Anand

AWARD

1. The petition is filed under Sec 2-A(2) of the Industrial Disputes (Amendment) Act, 2010 (for brevity ‘the Act’) by the 1st Party workman / former employee of the LSG Sky Chef (India) Private Limited who is dismissed from service vide order dated 16.07.2012 by the 2nd Party.

2. After Registering the matter notices were issued to parties who appeared. During the pendency of Industrial Dispute parties filed Joint Memorandum of Settlement wherein they have agreed that they have signed voluntarily and satisfied with amount so received from the management and approached the tribunal to accept the settlement. Therefore, prayed to pass consent award in the interest of justice.

3. Perused the record, parties have filed Joint Memorandum of Settlement in the present matter voluntarily and prayed to pass consent Award in terms of the settlement. The Settlement has been duly signed by both the parties. Therefore, in view of the above settlement is allowed and the consent award in terms of the settlement is passed accordingly. Transmit.

(Dictated to Secretary to Court, transcribed by him, corrected and signed by me on 06.01.2023)

IRFAN QAMAR, Presiding Officer

नई दिल्ली, 12 अप्रैल, 2023

का. आ. 596.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एलएसजी स्काई शेफ (इंडिया) प्राइवेट लिमिटेड, देवनाहल्ली, बंगलुरु के प्रबंधतंत्र के संबद्ध नियोजकों और श्री कंथराज बी, बैंगलोर के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, बैंगलोर के, पंचाट(रिफरेन्स न.-21/2013) को जैसा कि अनुलग्न में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 12.04.2023 को प्राप्त हुआ था।

[सं. जे.ड-16025/04/2023-IR(M)-29]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 12th April, 2023

S.O. 596.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 21/2013) of the Central Government Industrial Tribunal cum Labour Court, Bangalore as shown in the Annexure, in the Industrial dispute between the employers in relation to LSG Sky Chef (India) Pvt. Ltd., Devanahalli, (Bengaluru) and Shri Kantharaj B, Bangalore which was received along with soft copy of the award by the Central Government on 12.04.2023.

[No. Z-16025/04/2023-IR(M)-29]

D. K. HIMANSHU, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT BANGALORE, CAMP COURT AT HYDERABAD

DATED : 6th JANUARY 2023
PRESENT : **Shri IRFAN QAMAR**, Presiding Officer
ID. NO. 21/2013

I Party

Sh. Kantharaj B,
S/o Bheemappa D,
No. 141, 7th Cross,
Shabari nagar Road,
Ramakrishna Hegde Road,
BANGALORE – 560 045.

II Party

The Management of LSG Sky Chef (India) Pvt. Ltd.,
Kempegowda International Airport, Devanahalli,
BENGALURU – 560 300.

Appearance

Advocate for I Party : Mr. Clifton D'Rozario
Advocate for II Party : Mr. K R Anand

AWARD

1. The petition is filed under Sec 2-A(2) of the Industrial Disputes (Amendment) Act, 2010 (for brevity 'the Act') by the 1st Party workman / former employee of the LSG Sky Chef (India) Private Limited who is dismissed from service vide order dated 16.07.2012 by the 2nd Party.

2. After Registering the matter notices were issued to parties who appeared. During the pendency of Industrial Dispute parties filed Joint Memorandum of Settlement wherein they have agreed that they have signed voluntarily and satisfied with amount so received from the management and approached the tribunal to accept the settlement. Therefore, prayed to pass consent award in the interest of justice.

3. Perused the record, parties have filed Joint Memorandum of Settlement in the present matter voluntarily and prayed to pass consent Award in terms of the settlement. The Settlement has been duly signed by both the parties. Therefore, in view of the above settlement is allowed and the consent award in terms of the settlement is passed accordingly. Transmit.

(Dictated to Secretary to Court, transcribed by him, corrected and signed by me on 06.01.2023)

IRFAN QAMAR, Presiding Officer

नई दिल्ली, 12 अप्रैल, 2023

का. आ. 597.—आौद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एलएसजी स्काई शेफ (इंडिया) प्राइवेट लिमिटेड, देवनाहल्ली, बंगलुरु के प्रबंधतंत्र के संबद्ध नियोजकों और श्री सुधाकर आर, बैंगलोर के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, बैंगलोर के, पंचाट (रिफरेन्स न.-20/2014) को जैसा कि अनुलग्न में दिखाया गया है, को प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 12.04.2023 को प्राप्त हुआ था।

[सं. जे.ड-16025/04/2023-IR(M)-28]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 12th April, 2023

S.O. 597.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 20/2014) of the Central Government Industrial Tribunal cum Labour Court, Bangalore as shown in the Annexure, in the Industrial dispute between the employers in relation to LSG Sky Chef (India) Pvt. Ltd., Devanahalli, (Bengaluru) and Shri Sudhakar R, Bangalore which was received along with soft copy of the award by the Central Government on 12.04.2023.

[No. Z-16025/04/2023-IR(M)-28]

D. K. HIMANSHU, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT BANGALORE, CAMP COURT AT HYDERABAD

DATED : 6th JANUARY 2023

PRESENT : **Shri IRFAN QAMAR**, Presiding Officer

ID NO. 20/2014

I Party

Sh. Sudhakar R,
Hirandahalli,
Virgo Nagar Post,
BANGALORE – 560 049.

II Party

The Management of LSG Sky Chef (India) Pvt. Ltd.,
Kempegowda International Airport, Devanahalli,
BENGALURU – 560 300.

Appearance

Advocate for I Party : Mr. Clifton D'Rozario

Advocate for II Party : Mr. K R Anand

AWARD

1. The petition is filed under Sec 2-A(2) of the Industrial Disputes (Amendment) Act, 2010 (for brevity 'the Act') by the 1st Party workman / former employee of the LSG Sky Chef (India) Private Limited who is dismissed from service vide order dated 16.07.2012 by the 2nd Party.

2. After Registering the matter notices were issued to parties who appeared. During the pendency of Industrial Dispute parties filed Joint Memorandum of Settlement wherein they have agreed that they have signed voluntarily and satisfied with amount so received from the management and approached the tribunal to accept the settlement. Therefore, prayed to pass consent award in the interest of justice.

3. Perused the record, parties have filed Joint Memorandum of Settlement in the present matter voluntarily and prayed to pass consent Award in terms of the settlement. The Settlement has been duly signed by both the parties. Therefore, in view of the above settlement is allowed and the consent award in terms of the settlement is passed accordingly. Transmit.

IRFAN QAMAR, Presiding Officer

नई दिल्ली, 12 अप्रैल, 2023

का. आ. 598.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एलएसजी स्काई शेफ (इंडिया) प्राइवेट लिमिटेड, देवनाहल्ली, बंगलुरु के प्रबंधतंत्र के संबद्ध नियोजकों और श्री कृष्णा एम, बैंगलोर के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, बैंगलोर के, पंचाट(रिफरेन्स न.-19/2014) को जैसा कि अनुलग्नक में दिखाया गया है, को प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 12.04.2023 को प्राप्त हुआ था।

[सं. जेड-16025/04/2023-IR(M)-27]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 12th April, 2023

S.O. 598.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 19/2014) of the Central Government Industrial Tribunal cum Labour Court, Bangalore as shown in the Annexure, in the Industrial dispute between the employers in relation to LSG Sky Chef (India) Pvt. Ltd., Devanahalli, (Bengaluru) and Shri Krishna M, Bangalore which was received along with soft copy of the award by the Central Government on 12.04.2023.

[No. Z-16025/04/2023-IR(M)-27]

D. K. HIMANSHU, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT BANGALORE, CAMP COURT AT HYDERABAD

DATED : 6th JANUARY 2023

PRESENT : Shri IRFAN QAMAR, Presiding Officer

ID NO. 19/2014

I Party

Sh. Krishna M,
C/o Sriramappa Building,
Virgo Nagar Post,
Rampura Village,
Bidarahalli Hobli,
BENGALURU – 560 049.

II Party

The Management of LSG Sky Chef (India) Pvt. Ltd.,
Kempegowda International Airport, Devanahalli,
BENGALURU – 560 300.

Appearance

Advocate for I Party : Mr. Clifton D'Rozario

Advocate for II Party : Mr. K R Anand

AWARD

1. The petition is filed under Sec 2-A(2) of the Industrial Disputes (Amendment) Act, 2010 (for brevity 'the Act') by the 1st Party workman / former employee of the LSG Sky Chef (India) Private Limited who is dismissed from service vide order dated 16.07.2012 by the 2nd Party.

2. After Registering the matter notices were issued to parties who appeared. During the pendency of Industrial Dispute parties filed Joint Memorandum of Settlement wherein they have agreed that they have signed voluntarily and satisfied with amount so received from the management and approached the tribunal to accept the settlement. Therefore, prayed to pass consent award in the interest of justice.

3. Perused the record, parties have filed Joint Memorandum of Settlement in the present matter voluntarily and prayed to pass consent Award in terms of the settlement. The Settlement has been duly signed by both the parties. Therefore, in view of the above settlement is allowed and the consent award in terms of the settlement is passed accordingly. Transmit.

(Dictated to Secretary to Court, transcribed by him, corrected and signed by me on 06.01.2023)

IRFAN QAMAR, Presiding Officer

नई दिल्ली, 12 अप्रैल, 2023

का. आ. 599.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मेसर्स दुर्गापर स्टील प्लांट के प्रबंधतंत्र के संबद्ध नियोजकों और हिंदुस्तान स्टील वर्क्स' यूनियन (इंटक) के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, आसनसोल के, पंचाट(रिफरेन्स न.-12/2017) को जैसा कि अनुलग्न में दिखाया गया है, को प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 12.04.2023 को प्राप्त हुआ था।

[सं. एल -26011/15/2017-IR(M)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 12th April, 2023

S.O. 599.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 12/2017) of the Central Government Industrial Tribunal cum Labour Court, Asansol as shown in the Annexure, in the Industrial dispute between the employers in relation to M/s Durgapur Steel Plant and Hindustan Steel Workers' Union (INTUC) which was received along with soft copy of the award by the Central Government on 12.04.2023.

[No. L-26011/15/2017-IR(M)]

D. K. HIMANSHU, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL -CUM- LABOUR COURT, ASANSOL.

PRESENT: Shri Ananda Kumar Mukherjee,
Presiding Officer,
C.G.I.T-cum-L.C., Asansol.

REFERENCE CASE NO. 12 OF 2017

PARTIES: Hindustan Steel Workers' Union (INTUC)
Vs.
Management of M/s. Durgapur Steel Plant

REPRESENTATIVES:

For the Union/Workmen: Joint Secretary, Hindustan Steel Workers' Union.

For the Management: Mr. Madhab Banerjee, learned advocate.

INDUSTRY: Iron and Steel.

STATE: West Bengal.

Dated: 23.03.2023

AWARD

In exercise of powers conferred under clause (d) of Sub-section (1) and Sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), Govt. of India through the Ministry of Labour, vide its Order No. L-26011/15/2017-IR(M) dated 25.08.2017 has been pleased to refer the following dispute between the employer, that is the Management of M/s. Durgapur Steel Plant and their workmen for adjudication by this Tribunal.

SCHEDELE

“ Whether the action of the Management of Durgapur Steel Plant, Durgapur of imposing the water charges and diet charges unilaterally is legal and justified? If not, what relief the workman is entitled to? ”

1. On receiving Order No. L-26011/15/2017-IR(M) dated 25.08.2017 from the Government of India, Ministry of Labour, New Delhi for adjudication of the dispute, a **Reference case No. 12 of 2017** was registered on 13.09.2017 and an order was passed issuing notice to the parties through registered post, directing them to appear and submit their written statements along with relevant documents in support of their claims and a list of witnesses. Both parties appeared before the Tribunal through their authorized representatives.

2. Mr. Madhab Banerjee, learned advocate for M/s. Durgapur Steel Plant appeared and filed a Xerox copy of letter issued by the Joint Secretary, Hindustan Steel Workers' Union dated 22.12.2022 addressed to the Chief General Manager (P&A) and HRD, SAIL / DSP and ASP. On 10.03.2023 at 12.10 PM on repeated calls none appeared for the workman who raised this dispute through Hindustan Steel Workers' Union (INTUC).

3. Initially a written statement was submitted on behalf of the workmen contending that they want protection of existing benefits. Therefore, imposing water charges and diet charges by the Management of M/s. Durgapur Steel Plant curtailed the existing benefits which cannot be permitted under the established laws. The Union relied upon decision by the Hon'ble High Court at Delhi, passed in **Writ Petition No. 1137/1999**, in the case of **Pradeep Kumar Gupta vs P.O. Labour Court and Another**, wherein it was observed that: *“Therefore, obviously a notice of change*

was a must before introducing the change, otherwise it would be an illegal change. Any such illegal change invites a penalty u/s 31(2) of the I. D. Act, 1947. Such a change which is punishable as a criminal offence would obviously be an illegal change. It must be held that without anything more such an illegal change would be wholly ineffective.”

4. On perusal of the communication dated 22.12.2022 it appears to this Tribunal that the concerned union has examined the issues involved in the above dispute and is now of the view that revision of water charges in the Township and diet charges in DSP Main Hospital is not unreasonable. The dispute raised by the Union therefore does not subsist. The concerned Union does not want to pursue the Reference Case No. 12 of 2017 pending before The C.G.I.T. -cum- L.C., Asansol. Though no joint application has been filed by the Union and the Management of M/s. Durgapur Steel Plant before this Tribunal regarding settlement of dispute, the workmen represented by Hindustan Steel Workers' Union, in letter dated 22.12.2022 addressed to the Chief General Manager (P&A) and HRD, SAIL / DSP and ASP has foregone their claim and are not inclined to proceed further. Reference case is accordingly dismissed in the form of a **No Dispute Award**.

Hence,

ORDERED

that a **No Dispute Award** be drawn up in respect of the above Reference. Let copies of the Award in duplicate be sent to the Ministry of Labour and Employment, Government of India, New Delhi for information and Notification.

ANANDA KUMAR MUKHERJEE, Presiding Officer

नई दिल्ली, 12 अप्रैल, 2023

का. आ. 600.— औद्योगिक विवाद अधिनियम, 1947(1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारत एल्युमीनियम कंपनी लिमिटेड एंड 2 अन्य के प्रबंधतंत्र के संबद्ध नियोजकों और जे. के. नगर एल्युमीनियम वर्कर्स यूनियन (इंटक) के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, आसनसोल के, पंचाट(रिफरेन्स न.-04/2002) को जैसा कि अनुलग्नक में दिखाया गया है, को प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 12.04.2023 को प्राप्त हुआ था।

[सं. जे.ड-16025/03/2023-IR(M)-5]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 12th April, 2023

S.O. 600.— In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 04/2002) of the Central Government Industrial Tribunal cum Labour Court, Asansol as shown in the Annexure, in the Industrial dispute between the employers in relation to Bharat Aluminium Company Limited and two others and J. K. Nagar Aluminium Workers Union (INTUC) which was received along with soft copy of the award by the Central Government on 12.04.2023.

[No. Z-16025/03/2023-IR(M)-5]

D. K. HIMANSHU, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL -CUM- LABOUR COURT, ASANSOL.

PRESENT: Shri Ananda Kumar Mukherjee,
Presiding Officer,
C.G.I.T-cum-L.C., Asansol.

COMPLAINT NO. 04 OF 2002

PARTIES: J. K. Nagar Aluminium Workers Union (INTUC).

Vs.

Management of Bharat Aluminium Co. Ltd. and two others.

REPRESENTATIVES:

For the Union/Workmen: General Secretary, J. K. Nagar Aluminum Workers Union (INTUC).

For the Management: None.

INDUSTRY: Coal.

STATE: West Bengal.

Dated: 20.03.2023

AWARD

1. Instant Complaint under section 33-A of the Industrial Dispute Act, 1947 was filed by General Secretary, J. K. Nagar Aluminium Workers Union (INTUC) against (1) M/s. Bharat Aluminium Co. Ltd., (2) General Manager (In-charge), Bharat Aluminium Co. Ltd., and (3) Deputy Manager (Personnel), Bharat Aluminium Co. Ltd., praying for restraining the opposite party from changing the service condition of the workers.

2. The case was fixed up on 20.02.2022 for appearance and hearing of argument. Notice was issued afresh to complainant and the opposite party No. 1, 2 & 3 under registered post. On call none appeared for the parties.

3. General Secretary, J. K. Nagar Aluminum Workers Union (INTUC) who filed this complaint contending that forty (40) canteen workers were working in the company continuously and uninterruptedly since their date of joining. He raised an Industrial Dispute against illegal action of the Management of M/s. Bharat Aluminium Co. Ltd. by not regularizing the service of canteen workers as permanent workers. During pendency of the Reference case No. 44 of 2000, it was alleged that the Management had taken a decision to stop the service of canteen workers w.e.f. 01.11.2002. It is further contended that the union by letter dated 20.10.2002 had prayed before the Management not to change service condition of canteen workers but there was no response. In the instant Complaint, the union representative has prayed for restraining M/s. Bharat Aluminium Co. Ltd. from changing the service condition of workers.

4. On perusal of record, it appears that none has taken steps for a considerable period, since 2007. In such view of matter, Complaint under section 33-A of the Industrial Dispute Act, 1947 is dismissed in the form of a **No Dispute Award**.

Hence,

ORDERED

that a **No Dispute Award** be drawn up in respect of the above Complaint case. Let copies of the Award in duplicate be sent to the Ministry of Labour and Employment, Government of India, New Delhi under section 33-A (b) of the Industrial Dispute Act, 1947 for information and Notification.

ANANDA KUMAR MUKHERJEE, Presiding Officer,

नई दिल्ली, 12 अप्रैल, 2023

का. आ. 601.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एयरपोर्ट अथॉरिटी ऑफ इंडिया; शक्ति आनंद सिक्योरिटी एजेंसी; ४९२६, संदीप मित्तल सिक्योरिटी एजेंसी, नई दिल्ली के प्रबंधतंत्र के संबद्ध नियोजकों और श्री जगदीश प्रसाद पुत्र श्री किशन लाल प्रसाद श्रू इंडियन नेशनल मिरग्रंट वर्कर्स यूनियन, नई दिल्ली के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं थ्रम न्यायालय-2, नई दिल्ली के, पंचाट(रिफरेन्स न.-161/2021) को जैसा कि अनुलग्नक में दिखाया गया है, को प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 12.04.2023 को प्राप्त हुआ था।

[सं. जे.ड-16025/04/2023-IR(M)-35]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 12th April, 2023

S.O. 601.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 161/2021) of the Central Government Industrial Tribunal cum Labour Court-2, New Delhi as shown in the Annexure, in the Industrial dispute between the employers in relation to Airport Authority of India; Shakti Anand Security Agency; 4926, Sandeep Mittal Security Agency, New Delhi and

Shri Jagdish Prasad S/o Shri Kishan Lal Prasad Through Indian National Migrant Workers' Union, New Delhi which was received along with soft copy of the award by the Central Government on 12.04.2023.

[No. Z-16025/04/2023-IR(M)-35]

D. K. HIMANSHU, Under Secy.

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, NEW DELHI.

Present:

Smt. Pranita Mohanty,
Presiding Officer, C.G.I.T.-Cum-Labour
Court-I, New Delhi.

INDUSTRIAL DISPUTE CASE NO. 161/2021

Date of Passing Award- 13th March,2023

Between:

Shri. Jagdish Prasad, S/o Sh. Kishan Lal Prasad,
R/o House no. 217, Devil Village, South Delhi-110062.
Through- Indian National Migrant Worker's Union
1770/8, 3rd Floor Govind Puri Extn. Main Road, Kalkaji
New Delhi- 110019.

Workman

Versus

1. Airport Authority of India,
Rajiv Gandhi Bhawan, Safdarjung Airport,
New Delhi-110003.
2. Shakti Anand Security Agency,
S-II, 2nd Floor, Chamber-04, Plot No. 07
LSC Sector-12, Dwarka, New Delhi-110075.
3. 4926, Sandeep Mittal Security Agency,
01,281/1, Main Palam Vihar Road, Brijwasan,
New Delhi-11006.

Managements.

Appearances:-

Sh. Rakesh Sharma, Ld. A/R for the Claimant.
None for the management

AWARD

This is an application filed u/s 2- A of the ID Act by the workman against the managements praying a direction to the managements to reinstate the workman into service with full back wages and all other consequential benefits.

As per the claim statement on 02.07.2014 the claimant Jagdish Prasad, was recruited as a Security Guard by Air Port Authority of India and posted at Safdarjung Airport New Delhi. His last drawn salary was 24,152/- per month. In order to deprive the claimant of his lawful rights the management no.1 showed him as an employee of contractor i.e. management no. 2 and management no. 3, with whom management no.1 has entered into a sham contract. Neither the management no. 1 is registered under the CLRA nor the so called contractors are having licence for engagement of contract labour. Thus the contract between management no. 1, management no.2 and management no. 3 was sham. The claimant was discharging his duty sincerely but the mgt., in violation of the provisions of ID Act illegally terminated his service since he was often demanding equal pay for equal work, weekly holidays, leave salary, bonus, over time dues etc. Being aggrieved by the illegal termination, the claimant served a demand notice on the mgt. But the mgt. did not reply to his notice. Finding no other way the claimant raised an industrial dispute before the conciliation officer for which a conciliation proceeding was initiated. For the adamant attitude of the mgt. the conciliation failed and the claimant came of with the present application seeking the relief of reinstatement with all consequential benefits and continuity of service.

The mngts. though noticed did not appeared and thus, by order dated 14.12.2021 all the mngts. were proceeded ex parte.

The claimant examined himself as WW1 and produced the documents which have been marked in a series of exhb. WW1/1 to WW1/5. These documents include the salary details paid to the claimant on different dates by mgt. no. 2 the photocopy of the bank pass book showing deposit of his salary by mgt. no. 2, photocopies of the cheques issued to the claimant by mgt. no.2. In addition to this, the claimant has also filed the representation made by him to the mgt. no. 1 ventilating his grievance for illegal termination. In his sworn testimony the claimant has stated that the mgt. while terminating this service had neither served the notice of the termination nor paid termination compensation or notice pay. Thus there was gross violation of the provisions of ID Act. It has also been stated that he had served for the mgt. no. 1 and there exists employer and employee relationship between them. Hence the mgt. no. 1 is liable to pay the relief as prayed by him as the principal employer.

This evidence of the claimant stands uncontroverted and unrebutted. During course of arguments the ld. A/R for the claimant submitted that the claimant has successfully proved his relation as the employee of mgt. no. 1 and circumstance clearly proves violation of section 25 F of the Id Act. Hence, the mgt. no. 1 be directed to reinstate the claimant into service. To support his contention he relied upon the case of **Sachiv, Krishi Upaj Mandi Samiti, Sanawad vs. Mahendra Kumar 2004 LLR 405**, and argued that when the termination falls under the category of violation of Section 25 F of the Id Act, the workman is entitled to reinstatement and full back wages.

As stated in the previous paragraph the oral and documentary evidence of the claimant has remained unchallenged. But the said evidence only proves that the employment of the claimant was under mgt. no. 2 i.e. Shakti Anand Security Agency who was paying him salary. There is absolutely no evidence to believe that the claimant was working under the supervision and control of mgt. no. 1. Hence, it is felt that the mgt. no. 2 is liable to grant the relief to the claimant for the illegal termination of the service. Hence Orderd.

ORDER

The claim be and the same is allowed. It is held that the service of the claimant was illegally terminated by mgt. no. 2 in gross violation of the provisions of Section 25 F and 25 G of the ID Act. For such illegal termination the mgt. no. 2 is directed to reinstate the claimant into service with his last drawn wage within one month from the date of publication of the awar5d and shall maintain continuity of his service and grant him the full back wages from the date of termination of service that is from 01.10.2019 till the reinstatement is effected. In addition to this the m2 that is Shakti Anand Security Agency shall also pay 25000/- to the claimant towards litigation expenses. This amount along with the back wages shall be paid to the claimant without interest within the time stipulated as above, failing which the amount shall carry interest at the rate of 6 per cent per annum from the date of accrual and till the final payment is made.

Send a copy of this award to the appropriate government for notification as required under section 17 of the ID act 1947.

PRANITA MOHANTY, Presiding Officer

नई दिल्ली, 12 अप्रैल, 2023

का. आ. 602.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एयरपोर्ट अथॉरिटी ऑफ इंडिया; शक्ति आनंद सिक्योरिटी एजेंसी; ४९२६, संदीप मित्तल सिक्योरिटी एजेंसी, नई दिल्ली के प्रबंधतंत्र के संबद्ध नियोजकों और श्री ओम प्रकाश जोशी पुत्र पान देव जोशी श्रू इंडियन नेशनल मिरग्रंट वर्कर्स यूनियन, नई दिल्ली के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय-2, नई दिल्ली के, पंचाट(रिफरेन्स न.-159/2021) को जैसा कि अनुलग्नक में दिखाया गया है, को प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 12.04.2023 को प्राप्त हुआ था।

[सं. जेड-16025/04/2023-IR(M)-34]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 12th April, 2023

S.O. 602.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 159/2021) of the Central Government Industrial Tribunal cum Labour Court-2, New Delhi as shown in the Annexure, in the Industrial dispute between the employers in relation to Airport Authority of India; Shakti Anand Security Agency; 4926, Sandeep Mittal Security Agency, New Delhi and

Shri Om Prakash Joshi S/o Pan Dev Joshi Through Indian National Migrant Workers' Union, New Delhi which was received along with soft copy of the award by the Central Government on 12.04.2023.

[No. Z-16025/04/2023-IR(M)-34]

D. K. HIMANSHU, Under Secy.

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, NEW DELHI.

Present:

Smt. Pranita Mohanty,
Presiding Officer, C.G.I.T.-Cum-Labour
Court-I, New Delhi.

INDUSTRIAL DISPUTE CASE NO. 159/2021

Date of Passing Award- 13th March,2023

Between:

Shri. Om Prakash Joshi, S/o Sh. Pan Dev Joshi,
R/o M-1-625-A, Gali No-11, Asthal Mandir Road,
Sangam Vihar, New Delhi-110080
Through- Indian National Mirgrant Worker's Union
1770/8, 3rd Floor Govind Puri Extn. Main Road, Kalkaji
New Delhi- 110019.

Workman

Versus

1. Airport Authority of India,
Rajiv Gandhi Bhawan, Safdarjung Airport,
New Delhi-110003.
2. Shakti Anand Security Agency,
S-II, 2nd Floor, Chamber-04, Plot No. 07
LSC Sector-12, Dwarka, New Delhi-110075.
3. 4926, Sandeep Mittal Security Agency,
01,281/1, Main Palam Vihar Road, Brijwasan,
New Delhi-11006.

Managements.

Appearances:-

Sh. Rakesh Sharma, Ld. A/R for the Claimant.
None for the management

AWARD

This is an application filed u/s 2- A of the ID Act by the workman against the managements praying a direction to the managements to reinstate the workman into service with full back wages and all other consequential benefits.

As per the claim statement on 02.07.2014 the claimant Om Prakash Joshi, was recruited as a Security Guard by Air Port Authority of India and posted at Safdarjung Airport New Delhi. His last drawn salary was 24,152/- per month. In order to deprive the claimant of his lawful rights the management no.1 showed him as an employee of contractor i.e. management no. 2 and management no. 3, with whom management no.1 has entered into a sham contract. Neither the management no. 1 is registered under the CLRA nor the so called contractors are having licence for engagement of contract labour. Thus the contract between management no. 1, management no.2 and management no. 3 was sham. The claimant was discharging his duty sincerely but the mgt., in violation of the provisions of ID Act illegally terminated his service since he was often demanding equal pay for equal work, weekly holidays, leave salary, bonus, over time dues etc. Being aggrieved by the illegal termination, the claimant served a demand notice on the mgt.

But the mgt. did not reply to his notice. Finding no other way the claimant raised an industrial dispute before the conciliation officer for which a conciliation proceeding was initiated. For the adamant attitude of the mgt. the conciliation failed and the claimant came of with the present application seeking the relief of reinstatement with all consequential benefits and continuity of service.

The mgts. though noticed did not appeared and thus, by order dated 14.12.2021 all the mgts. were proceeded ex-parte.

The claimant examined himself as WW1 and produced the documents which have been marked in a series of exhb. WW1/1 to WW1/5. These documents include the salary details paid to the claimant on different dates by mgt. no. 2 the photocopy of the bank pass book showing deposit of his salary by mgt. no. 2, photocopies of the cheques issued to the claimant by mgt. no.2. In addition to this, the claimant has also filed the representation made by him to the mgt. no. 1 ventilating his grievance for illegal termination. In his sworn testimony the claimant has stated that the mgt. while terminating this service had neither served the notice of the termination nor paid termination compensation or notice pay. Thus there was gross violation of the provisions of ID Act. It has also been stated that he had served for the mgt. no. 1 and there exists employer and employee relationship between them. Hence the mgt. no. 1 is liable to pay the relief as prayed by him as the principal employer.

This evidence of the claimant stands uncontested and unrebutted. During course of arguments the ld. A/R for the claimant submitted that the claimant has successfully proved his relation as the employee of mgt. no. 1 and circumstance clearly proves violation of section 25 F of the Id Act. Hence, the mgt. no. 1 be directed to reinstate the claimant into service. To support his contention he relied upon the case of **Sachiv, Krishi Upaj Mandi Samiti, Sanawad vs. Mahendra Kumar 2004 LLR 405**, and argued that when the termination falls under the category of violation of Section 25 F of the Id Act, the workman is entitled to reinstatement and full back wages.

As stated in the previous paragraph the oral and documentary evidence of the claimant has remained unchallenged. But the said evidence only proves that the employment of the claimant was under mgt. no. 2 i.e. Shakti Anand Security Agency who was paying him salary. There is absolutely no evidence to believe that the claimant was working under the supervision and control of mgt. no. 1. Hence, it is felt that the mgt. no. 2 is liable to grant the relief to the claimant for the illegal termination of the service. Hence Orderd.

Order

The claim be and the same is allowed. It is held that the service of the claimant was illegally terminated by mgt. no. 2 in gross violation of the provisions of Section 25 F and 25 G of the ID Act. For such illegal termination the mgt. no. 2 is directed to reinstate the claimant into service with his last drawn wage within one month from the date of publication of the awar5d and shall maintain continuity of his service and grant him the full back wages from the date of termination of service that is from 01.10.2019 till the reinstatement is effected. In addition to this the m2 that is Shakti Anand Security Agency shall also pay 25000/ to the claimant towards litigation expenses. This amount along with the back wages shall be paid to the claimant without interest within the time stipulated as above, failing which the amount shall carry interest at the rate of 6 per cent per annum from the date of accrual and till the final payment is made.

Send a copy of this award to the appropriate government for notification as required under section 17 of the ID act 1947.

PRANITA MOHANTY, Presiding Officer

नई दिल्ली, 12 अप्रैल, 2023

का. आ. 603.—औद्योगिक विवाद अधिनियम, 1947(1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार नेशनल इन्शुरेन्स कंपनी लिमिटेड; राजेंद्र एंड सावित्री सिक्योरिटी सर्विसेज, देहरादून के प्रबंधतंत्र के संबद्ध नियोजकों और श्री मुकेश कुमार, देहरादून के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय-2, नई दिल्ली के, पंचाट (रिफरेन्स न.-104/2020) को जैसा कि अनुलग्न में दिखाया गया है, को प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 12.04.2023 को प्राप्त हुआ था।

[सं. जे०-16025/04/2023-IR(M)-33]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 12th April, 2023

S.O. 603.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 104/2020) of the Central Government Industrial Tribunal cum Labour Court-2, New Delhi as shown in the Annexure, in the Industrial dispute between the employers in relation to National Insurance Company Limited; Rajendra And Savitri Security Services, Dehradun and Shri Mukesh Kumar, Dehradun which was received along with soft copy of the award by the Central Government on 12.04.2023.

[No. Z-16025/04/2023-IR(M)-33]

D. K. HIMANSHU, Under Secy.

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL –CUM- LABOUR COURT-II, NEW DELHI

Present: Smt. Pranita Mohanty

ID.NO. 104/2020

Sh. Mukesh Kumar,
Nayi Basti , Block-3, Indira Colony,
Chakhuwala, Dehradun-248014.

.....Workman

Versus

1.The Chief Regional Manager,
National Insurance Co. Ltd.,
56 Rajput Road, Jai Plaza, Dehradun-248001.
2.Rajendra & Savitri Security Services,
Head Office-17 , New Road, Near Union Bank,
Dehradun-248001.

.....Managements.

AWARD

In the present case, a reference was received from the appropriate Government vide reference no. D-844/RD/2020/05/IRDDN, Dehradun dated 27.02.2020 under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Act, for adjudication of a dispute, terms of which are as under:

“ Whether the act of terminating the service of Sh. Mukesh Kumar, engaged by M/s Rajendra & Savitri Security Services (Regd.) Dehradun in the Estb. of M/s National Insurance Co. Ltd. Dehradun for performing multi tasking service is legal, fair and justified? ”

Whether the workman is entitled for reinstatement / regularization of his service in the said Estb. as usual? If not, what relief / remedies, the concerned workman is entitled to ?”

2. In the reference order, the appropriate Government commanded the parties raising the dispute to file statement of claim, complete with relevant documents, list of reliance and witnesses with this Tribunal within 15 days of receipt of the reference order and to forward a copy of such statement of claim to the opposite parties involved in the dispute. Despite directions so given, claimant opted not to file the claim statement.

3. On receipt of the above reference, notice was sent to the workman as well as the managements. Neither the postal article sent to the claimant, referred above, was received back nor was it observed by the Tribunal that postal services remained unserved in the period, referred above. Therefore, every presumption lies in favour of the fact that the above notice was served upon the claimant. Despite service of the notice, claimant opted to abstain away from the proceedings. No claim statement was filed on his behalf. Thus, it is clear that the workman is not interested in adjudication of the reference on merits.

4. Since the workman has neither put his appearance nor has he led any evidence so as to prove his cause against the management, this Tribunal is left with no choice, except to pass a ‘No Dispute/Claim’ award. Let this award be sent to the appropriate Government, as required under Section 17 of the Industrial Disputes Act, 1947, for publication.

15th March, 2023

PRANITA MOHANTY, Presiding Officer

नई दिल्ली, 13 अप्रैल, 2023

का. आ. 604.— औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार भारतीय स्टेट बैंक के प्रबंधतत्र, संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, कानपुर के पंचाट (76/2018) प्रकाशित करती है।

[सं. एल 12025/01/2023-आई आर (बी-1)-42]

सलोनी, उप निदेशक

New Delhi, the 13th April, 2023

S.O. 604.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 76/2018) of the Cent.Govt.Indus.Tribunal-cum-Labour Court Kanpur as shown in the Annexure, in the industrial dispute between the management of State Bank of India and their workmen.

[No. L-12025/01/2023- IR(B-1)-42]

SALONI, Dy. Director

ANNEXURE

BEFORE SHRI SOMA SHEKHAR JENA, PRESIDING OFFICER

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL -CUM- LABOUR COURT

KANPUR

PRESENT

SOMA SHEKHAR JENA

HJS (Retd.)

I.D. No. 76 of 2018

BETWEEN

Smt. Anju Singh W/O Shri Rupesh Raghuvansi

H.NO. 132, Parmantpur, Umarpur

District-Jaunpur -222002

represented by Chandra Shekhar Srivastava

89/75, Naya Barhana,

Allahabad-211003

AND

1. Branch Manager,

State Bank of India,

Branch- Pariyawa

District- Jaunpur-222002

2. Regional Manager,

State Bank of India,

Administrative Office front of Kachari

District- Varanasi-221002

AWARD

This award arises in respect of the case raised under section 2A of Industrial Disputes Act, 1947 on 07.08.2018

On filing of the case, notices were issued to both the parties on 14th September 2018. On 7th August 2018, the statement of claim was filed by the claimant work woman before the Tribunal. On the behalf of O.P. management Authorized Representative appeared and filed the letter of authority on the date fixed. Later on 21.01.2021 O.P management filed written statement and case was fixed to 09.03.2021 for filing of rejoinder by the claimant workman (lady) and for filing of documents.

On perusal of the record it is found that though several dates were fixed for filing the rejoinder and documents and rejoinder by the worker none appeared on behalf of the claimant workman (lady) before this Tribunal. Despite ample opportunities to the claimant workwoman for submitting rejoinder and documents; the claimant workwoman failed to present the case before the Tribunal at different stages of proceeding i.e. evidence and arguments. Pleadings cannot be read as substantive evidence. On 20.10.2022 the case was reserved for final award for non-appearance of the claimant workwoman (lady).

From the aforesaid circumstances it is presumable that the claimant workman (lady) is not interested in prosecuting the case further before the Tribunal.

Hence in the given circumstances the reference stands disposed of as of 'NIL' award.

Parties are left to bear their respective costs.

Date: 31.10.2022

SOMA SHEKHAR JENA , Presiding Officer

नई दिल्ली, 13 अप्रैल, 2023

का. आ. 605.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार भारतीय स्टेट बैंक के प्रबंधतत्र, संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम च्यायालय, कानपुर के पंचाट (77/2018) प्रकाशित करती है।

[सं. एल 12025/01/2023-आई आर (बी-1)-43]

सलोनी , उप निदेशक

New Delhi, the 13th April, 2023

S.O. 605.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 77/2018) of the Cent.Govt.Indus.Tribunal-cum-Labour Court Kanpur as shown in the Annexure, in the industrial dispute between the management of State Bank of India and their workmen.

[No. L-12025/01/2023- IR(B-1)-43]

SALONI, Dy. Director

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL -CUM- LABOUR COURT

KANPUR

PRESENT

SOMA SHEKHAR JENA

HJS (Retd.)

I.D. No. 77 of 2018

BETWEEN

Siya Ram Yadav S/O Shri Lal Ji Yadav

Village-Gadanpur, Post-Gauri Saidpur,

District - Ghazipur -233223

represented by Chandra Shekhar Srivastava

89/75, Naya Barhana,

Allahabad-211003

AND

1. Branch Manager,

State Bank of India,

Branch- Zamania (7808),

Ghazipur - 221116

2. Regional Manager,

State Bank of India

6-Administrative Office,

Varanasi-221002

AWARD

This award arises in respect of the case raised under section 2A of Industrial Dispute Act, 1947 on 07.08.2018

On filing of the case, notices were issued to both the parties on 14th September 2018. On 7th August 2018, the statement of claim was filed by the claimant workman before the Tribunal. On the behalf of O.P. management Authorized Representative appeared and filed the authority letter on the date fixed. Later on 21.01.2021 O.P management filed written statement and case was fixed for filing rejoinder and documents by the claimant workman.

On perusal of the record it is found that though several dates were fixed for filing the documents and rejoinder by the worker none appeared on behalf of the claimant workman before this Tribunal. Despite giving ample opportunities to the claimant workman for submitting rejoinder and documents; the claimant workman failed to present the case before the Tribunal at different stages of proceedings i.e. evidence and arguments. Pleadings cannot be read as substantive evidence. On 20.10.2022 the case was reserved for final award for non-appearance of the claimant workman.

From the aforesaid circumstances it is presumable that the claimant workman is not interested in prosecuting the case further before the Tribunal.

Hence in the given circumstances the reference stands disposed of as of 'NIL' award.

Parties are left to bear their respective costs.

Date: 31.10.2022

SOMA SHEKHAR JENA, Presiding Officer

नई दिल्ली, 13 अप्रैल, 2023

का. आ. 606.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार स्टेट बैंक ऑफ़ इंडिया के प्रबंधतत्र, संबद्ध नियोजको और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, धनबाद-I के पंचाट (185/2000) प्रकाशित करती है।

[सं. एल - 12012/80/2000-आई आर (बी-1)]

सलोनी, उप निदेशक

New Delhi, the 13th April, 2023

S.O. 606.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref.185/2000) of the Cent.Govt.Indus.Tribunal-cum-Labour Court Dhanbad-I as shown in the Annexure, in the industrial dispute between the management of State Bank of India and their workmen.

[No. L-12012/80/2000- IR(B-I)]

SALONI, Dy. Director

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO.1, DHANBAD

In the matter of reference U/S 10 (1) (d) (2A) of I.D.Act. 1947.

Reference: No. 185/2000

Employer in relation to the management of State Bank of India, Muzaffarpur

AND.

Their workman.

Present: **Shri Dinesh Kumar Singh**

Presiding Officer.

Appearances:

For Employer :- Sri Nitish Sahay, Advocate.

For workman :- Sri M. Prasad, Advocate.

State : Jharkhand.

Industry:- Bank

Dated 29/09/2022

AWARD.

By Order No.L-12012/80/2000 IR(B-I) dated 29.06.2000, the Central Government in the Ministry of Labour

has, in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947, referred the following disputes for adjudication to this Tribunal:

SCHEDULE

“Whether the action of the management of State Bank of India, Patna in terminating the services of the workman on 1st October, 1983 and not considering him for re-employment before appointing fresh hands like Sri Ram Chandra Bhagat, Sri Randhir Kumar, Sri Rajesh Kumar Mahto, Sri Arun Kumar Patel, Sri Sudama Prasad, Sri Bhuneswar Kumar, Sri Ganesh Thakur and Sri Ram Swarup Rai is justified. If not to what relief the workman is entitled?”

2. The Tribunal in this matter has passed an award on 27/02/2015 holding that on considering the facts and circumstances of this case, this Tribunal orders the workman be taken immediately as daily wager, and be saved from starvation and the management is directed to regularize him in any lowest grade within three months from the date of publication of the award in Gazette of India.

3. The State Bank of India, Sahebganj, Chapra Prasad being aggrieved by the said award filed a writ petition bearing CWJC No. 16149 of 2015 before the Hon’ble High Court of Patna. The Hon’ble High Court of Patna has been pleased to set aside the said award dated 27/02/2015 and remanded the matter to the Central Government Industrial Tribunal-I, Dhanbad for deciding the case on the materials available on record within a period of four months from the date of receipt/production of a copy of this order, subject to availability of the Presiding Officer.

4. After production of the order of Hon’ble High Court of Patna passed in CWJC No. 16149 of 2015 on 26/02/2019 sufficient opportunities were given to both the parties and both the parties were heard at length again.

5. The claim of the concerned workman namely Arun Kumar Prasad as per his written statement is as follows:-

That he had served the State Bank of India, Sarha Agriculture Market Yard, Sarha, Chapra, under the management of State Bank of India, Patna from 07/07/1980 to 30/09/1983, regularly without any break. He was appointed as Messenger on 07/07/1980 and since then he was deputed regularly on job till 01/10/1983. The management while terminating him had not considered the basic principle of the employment and labour engagement. He had requested several times to the management for his regularisation against the post which he was working but the concerned management without considering his claim terminated him from the service on 01/10/1983. He had served the management continuously for more than three years, without any break and he had worked for more than 240 days in a calendar year on casual basis, so he is eligible for the regularisation in service. He had been victimised by the management and the management had violated the principles of regulation. The management had appointed fresh hands like Ram Chandra Bhagat, Randhir Kumar, Rajesh Kumar Mahto, Arun Kumar Patel, Sudama Prasad, Bhuneswar Kumar, Ganesh Thakur and Ram Swarup Rai and had ignored his legitimate claim of appointment. The management had on many occasions regularised the worker who had worked for more than 240 days in a year, so he is entitled for regularisation of service. He has got full right to be regularised on the post since 07/07/1980.

He has made prayer for passing an Award for his regularisation with full back wages.

6. On the other hand the case of the management as per its written statement is as follows:-

That this reference is bad in law and as such it is not maintainable. The claim of the workman is frivolous baseless and unfounded. The dispute raised is stale claim in as much dispute has been raised after a long gap of 20 years. The concerned workman had worked as casual worker temporarily on daily wages @ Rs. 3.00 per day between 22/07/1980 to 20/09/1980 for a period of 46 days for a daily petty jobs as and when required. The concerned workman has worked for 9 days in July 1980, 25 days in August 1980 and 12 days in September 1980. The concerned workman had not continuously worked for the period from 07/07/1980 to 30/09/1983. The concerned workman had inserted his name as a messenger for the subsequent period in the peon books just in order to lay a false claim. The concerned workman was not engaged after September 1980 by the management. The management had published an advertisement in news paper on 01/05/1991 for consideration of absorption of eligible candidates from daily wage workers/ex-temporary workers for giving them opportunity for absorption in Bank permanent service and the concerned workman had not submitted any application for such absorption, so his case was not considered and other ex-temporary workers who had applied against the said advertisement their cases were considered by the management. The concerned workman never represented for regularisation before the management and there was no occasion of ignoring his claim. The concerned workman is entitled for appointment against the post of messenger as he had not applied against the advertisement in the year 1991 whereas the other persons Ram Chandra Bhagat, Ramdhari Kumar, Rajesh Kumar Mahto, Arun Kumar Patel, Sudama Prasad, Bhuneswar Kumar, Ganesh Prasad and Ram Swarup Rai had applied for appointment and they were observed. The concerned workman had never worked for more than three years and he had raised this frivolous claim after 20 years, so it is a stale dispute.

A prayer has been made to pass an Award in favour of the management.

The management by way of rejoinder has stated that the statement made in Para 1 of the written statement of workman is matter of record, the statement made in Para 3 of the written statement of workman is not correct, the statement made in Para 4 and 5 of the written statement of workman it is submitted that there is no case of regularisation of the concerned workman against any post, the statement made in Para 6 of the written statement of workman it is submitted that the issues are framed after w/s are filed by both the parties based on the reference made, the statement made in Para 7 of the written statement of workman it is submitted that the concerned workman had neither served for more than three years as alleged nor he has any right to be regularised in any post.

7. The concerned workman by way of rejoinder has stated that the statement made in Para 1 to 7, 8, 9, 10, 12 (a), 12(b), 12 (c), 13, 14 to 19, 20 to 26 of the written of the management are not correct, the statement made in Para 11 of the written of the management does not require to any comment and the statement made in Para 12 (d) of the written statement of management is matter of record.

8. The concerned workman has examined only one witness. He is WW-1, Arun Kumar Prasad.

The concerned workman has proved the photo copy of Attendance Register which is marked as Exhibit W-1 series. (total 27 pages)

9. The management has examined two witnesses. They are MW-1, Chhathu Pandit and MW-2, Kameshwar Baitha.

The management has not proved any documents in support of its case.

10. The learned lawyer of the concerned workman has submitted that he was engaged by the Branch Manager of the State Bank of India on 07/07/1980 and he had continuously worked without break till 30/09/1983. He has also submitted that the services of concerned workman was terminated in violation of the mandatory provision of Section 25 F of the I.D. Act as he had worked for 240 days in each and every year. He has also submitted that as per section 25 F of I.D. Act no management can terminate the services of workman without giving one month notice or notice pay in lieu of notice with retrenchment compensation. He has further argued that after illegal termination of the service of the concerned workman the management appointed other persons in violation of section 25H of the I.D. Act. He has also submitted that the concerned workman had produced several documents to prove his continuous work in the management which are marked as Exhibit W-1 series, so the termination of the concerned workman is illegal and not justified.

He has made prayer for reinstatement of the workman with 50% of back wages.

11. On the other hand the learned lawyer of the management has submitted before the Tribunal that the concerned workman worked temporarily on daily wages between 22/07/1980 to 20/09/1980 for total period of 46 days as and when required @ Rs. 3.50 per day. He has also submitted that the management had issued advertisement for permanent absorption of ex-temporary employees who had worked in the Bank between the period 1975 to 31/07/1988 and pursuant to that application in prescribed format were invited from such Ex-temporary employees in order to consider their permanent absorption in the Bank. He has also argued that in pursuance of the said advertisement the concerned workman had not submitted his application, so his case as ex-temporary employee was not considered. He has also submitted that the concerned workman had worked for 46 days only in the month July, August and September 1980 and he had never worked for 240 days in a calendar year. He has also submitted that the concerned workman has not proved his appointment against any sanctioned post either on casual or temporary basis and he had not worked for more than 240 days in a calendar year, so he is not entitled for regularisation of service in the Bank and consequently the management of Bank has not violated the provision of section 25F and 25H of the I.D. Act.

He has made prayer to dismiss the claim of the concerned workman.

12. Now, the only point of circumstances in this case is whether the action of the management of State Bank of India, Patna in terminating the services of the workman on 1st October, 1983 and not considering him for re-employment before appointing fresh hands like Sri Ram Chandra Bhagat, Sri Randir Kumar, Sri Rajesh Kumar Mahto, Sri Arun Kumar Patel, Sri Sudama Prasad, Sri Bhuneswar Kumar, Sri Ganesh Thakur and Sri Ram Swarup Rai is justified?

FINDINGS

13. At the outset of discussion it is required to mention here that it is an admitted fact that the concerned workman namely Arun Kumar Prasad had been engaged in State Bank of India, Sarha Agriculture Market Yard, Sarha, Chapra from 07/07/1980.

14. Now, the question arises whether the concerned workman had worked for 240 days in a calendar year in the State Bank of India, Sarha Agriculture Market Yard, Sarha.

15. In this regard the most competent witness is WW-1, Arun Kumar Prasad. He has deposed on this point that he had been engaged by Branch Manager of State Bank of India, Sarha Agriculture Market Yard, Sarha, Chapra Branch on 07/07/1980 for doing job of messenger and he had worked regularly on payment of Rs. 3.00/- per day. He has also deposed that he had made prayer for regularisation of his service but the management terminated his service without any notice and notice pay in lieu of notice and compensation which is violation of Section 25F of the I.D. Act. He has proved the photo copy of Peon Book of Bank which is marked as Exhibit W-1 series.

In the cross-examination he has deposed that he had not been given appointment letter and his name was not sponsored by the employment exchange. He has also deposed that he was working there till 30/09/1983 and he was getting daily wages.

Further the MW-1, Chhathu Pandit has deposed that the concerned workman Arun Kumar Prasad was neither appointed under due process nor worked at SBI AMY Sarha, Chapra Branch nor he ever applied for his absorption in the service of Bank despite of he was given opportunity. He has also deposed that the concerned person was engaged as casual worker temporarily as daily wager as and when required between 22/07/1980 to 20/09/1980 in Sarha AMY, Chapra Branch of State Bank of India. He has also stated that the concerned workman had not worked for 240 days regularly in a calendar year, so Bank has not committed any violation of principle of natural justice.

In the cross-examination he has deposed that he had not filed any scheme or instruction in Court. He has denied the suggestion that the concerned workman had worked for 240 days. He has also deposed that he could not say whether the workman had received termination letter.

The MW-2, Kameshwar Baitha has deposed that the concerned workman, Arun Kumar Prasad was never appointed under due process and he had never submitted his application for his appointment/absorption for the service of SBI/AMY, Sarha, Chapra Branch. He has also deposed that Arun Kumar Prasad was engaged as casual worker on purely temporary basis and he worked for 46 days during the period between 22/07/1980 to 20/09/1980, so he had not worked for 240 days in a calendar year.

In the cross-examination he has deposed that he could not say whether the workman was given retrenchment allowance, at the time of retrenchment.

16. Now, coming to the documentary evidence which is Exhibit W-1 series, it is quite apparent that the name of Arun Kumar was found in the messenger book/peon book of State Bank of India with R.D. Singh since 31/07/1980 and after calculating the days it is found that he had not worked for 240 days in a calendar year of 1980 from July to December. Further it appears that the name of Arun Kumar Prasad is mentioned in the messenger book till the month of September 2021 and thereafter his name was not mentioned in the said book. Moreover, after making calculation of the days of working it is quite apparent that the concerned workman had not discharged the work of 240 days in a calendar year of 1981 in the Bank.

17. At this stage it is relevant to mention here that the word retrenchment has been defined u/S 2(oo) of the I.D. Act, definition of continuous service has been mentioned u/s 25-B of ID. Act and the condition precedent to retrenchment has been mentioned u/S 25 F of I.D Act.

The Section 2(oo) of the I.D. Act reads as follows:-

Section 2(oo) -“retrenchment” means the termination by the employer of the service of a workman for any reason whatsoever, otherwise than as a punishment inflicted by way of disciplinary action but does not include-

- (a) Voluntary retirement of the workman; or
- (b) Retirement of the workman on reaching the age of superannuation if the contract of employment between the employer and the workman concerned contains a stipulation in that behalf; or
- (bb) Termination of the service of the workman as a result of the non-renewal of contract of employment between the employer and the workman concerned on its expiry or of such contract being terminated under a stipulation in that behalf contained therein; or
- (c) Termination of the service of a workman on the ground of continued ill-health.

Section 25B of I.D. Act reads as follows:-

25-B. Definition of continuous service – For the purpose of this Chapter,-

(1) a workman shall be said to be in continuous service for a period if he is, for that period, in uninterrupted service, including service which may be interrupted on account of sickness or authorized leave or an accident or a strike which is not illegal, or a lock-out or a cessation of work which is not due to any fault on the part of the workman;

(2) Where a workman is not in continuous service within the meaning of clause (1) for a period of one year or six months, he shall be deemed to be in continuous service under an employer-

(a) for a period one year, if the workman, during a period of twelve calendar months preceding the date with reference to which calculation is to be made, has actually worked under the employer for not less than –

(i) one hundred and ninety days in the case of a workman employed below ground in a mine; and

(ii) two hundred and forty days, in any other case;

(b).....

Further, Section 25F of the I.D. Act reads as follows:-

25-F Conditions precedent to retrenchment of workmen- No workman employed in any industry who has been in continuous service for not less than one year under an employer shall be retrenched by that employer until-

(a) *The workman has been given one month's notice in writing indicating the reasons for retrenchment and the period of notice has expired, or the workman has been paid in lieu of such notice, wages for the period of the notice:*

(b) *The workman has been paid, at the time of retrenchment, compensation which shall be equivalent to fifteen days' average pay (for Every completed year of continuous service) or any part thereof in excess of six months; and*

(c) *Notice in the prescribed manner is served on the appropriate Government (or such authority as may be specified by the appropriate Government by notification in the Official Gazette.)*

18. After analyzing all the oral and documentary evidence available on the record the Tribunal comes to the conclusion that the concerned workman had never discharged his duty of continuous services for 240 days in a calendar year as messenger in SBI, Sarha, Chapra Branch, so the section 25 F of I.D. Act is not applicable in this case.

19. It is further case of the concerned workman that after his termination from service the management had appointed Ram Chadra Bhagat, Randhir Kumar, Rajesh Kumar Mahto, Arun Kumar Patel, Sudama Prasad, Bhuneswar Kumar, Ganesh Thakur and Sri Ram Swarup Rai but his case has not been considered which a violation of principle of natural justice and section 25H of the I.D. Act.

In this regard the WW-1 has deposed that after his termination the management had appointed Ram Chadra Bhagat, Randhir Kumar, Rajesh Kumar Mahto, Arun Kumar Patel, Sudama Prasad, Bhuneswar Kumar, Ganesh Thakur and Sri Ram Swarup Rai but his case was not considered which is the violation of mandatory provision of section 25G and 25H of the I.D. Act.

Moreover the MW-1 has deposed that Ram Chandra Bhagat and others had applied for their appointment as per advertisement published vide dated 01/05/1991 in News Paper for consideration of absorption of eligible candidates but the Arun Kumar Prasad had not submitted his application, so his case was not considered.

Further the MW-2 has deposed that Arun Kumar Prasad had never submitted application for his appointment/absorption for service in SBI, Sarha, Chapra Branch and the persons were appointed by the management of Bank following the process and in accordance with the rules.

20. At this stage it is relevant to mention here that the provision of section 25H of the I.D. Act.

Section 25H. Re-employment of retrenched workmen:- Where any workmen are retrenched, and the employer proposes to take into his employ any persons, he shall, in such manner as may be prescribed, give an opportunity to the retrenched workmen who are citizens of India to offer themselves for re-employment, and such retrenched workmen who offer themselves for re-employment shall have preference over other persons.

It is relevant to mention here that it is the case of the management of SBI, Sarha, Chapra Branch that an advertisement was issued for absorption vide advertisement dated 01/05/1991 for consideration of absorption of eligible candidates and invited application for daily wages workers/temporary workers for giving them opportunity for absorption in the Bank permanent service but the concerned workman had not given any application for such absorption, so his case had not been considered and other ex-temporary workers who had submitted their application were considered and given appointment.

Here, in this case the concerned workman has not produced any documents to show that he had submitted his application for absorption as ex-temporary workers as per advertisement dated 01/05/1991.

Moreover other persons namely Ram Chadra Bhagat, Randhir Kumar, Rajesh Kumar Mahto, Arun Kumar Patel, Sudama Prasad, Bhuneswar Kumar, Ganesh Thakur and Sri Ram Swarup Rai had already submitted their applications and he had been after finding suitable were absorbed.

Since the concerned workman had not submitted any application for his absorption or regularisation in the Bank as per advertisement dated 01/05/1991, so at this stage he is not entitled to claim for regularisation in service.

In view of such fact the management of the Bank has not violated the provision of section 25H of the I.D. Act.

21. After considering all the facts and circumstances the Tribunal renderes the following award:-

“The action of Management of State Bank of India, Patna in terminating the services of the workman on 1st October, 1983 and not considering him for re-employment before appointing fresh hands like Sri Ram Chandra Bhagat, Sri

Randir Kumar, Sri Rajesh Kumar Mahto, Sri Arun Kumar Patel, Sri Sudama Prasad, Sri Bhuneshwar Kumar, Sri Ganesh Thakur and Sri Ram Swarup Rai is justified.

22. Hence, the concerned workman is not entitled for any relief
This is the Award of this Tribunal.

DINESH KUMAR SINGH, Presiding Officer

नई दिल्ली, 13 अप्रैल, 2023

का. आ. 607.——औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार भारतीय स्टेट बैंक के प्रबंधतत्र, संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, कानपुर के पंचाट (73/2018) प्रकाशित करती है।

[सं. एल 12025/01/2023-आई आर (बी-1)-44]

सलोनी, उप निदेशक

New Delhi, the 13th April, 2023

S.O. 607.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 73/2018) of the Cent. Govt. Indus. Tribunal-cum-Labour Court Kanpur as shown in the Annexure, in the industrial dispute between the management of State Bank of India and their workmen.

[No. L-12025/01/2023- IR(B-1)-44]

SALONI, Dy. Director

ANNEXURE

**BEFORE SHRI SOMA SHEKHAR JENA, PRESIDING OFFICER
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL -CUM- LABOUR COURT**

KANPUR

PRESENT

SOMA SHEKHAR JENA

HJS (Retd.)

I.D. No. 73 of 2018

BETWEEN

Virendra Pratap Singh S/o Vikramaditya Singh,

Vill-Kerakat, Post- Abdulapur

Distt- Jaunpur-222142

represented by Chandra Shekhar Srivastava

89/75, Naya Barhana,

Allahabad-211003

AND

1. Branch Manager,

State Bank of India,

Branch-Kerakat (Code No. 1059)

District- Jaunpur-222142

2. Regional Manager,

State Bank of India,

Administrative Office front of Kachari

District- Varanasi

AWARD

This award arises in respect of the case raised under section 2A of Industrial Dispute Act, 1947 on 07.08.2018

On filing of the case, notices were issued to both the parties on 14th September 2018. On 7th August 2018 the statement of claim was filed by the claimant workman before the Tribunal. On the behalf of O.P. management Authorized Representative appeared and filed the letter of authority on the date fixed. Later on 21.01.2021 O.P management filed written statement and case was fixed for filing documents and rejoinder by the claimant workman.

On perusal of the record it is found that though several dates were fixed for filing the rejoinder and the documents by the worker none appeared on behalf of the claimant workman before this Tribunal. Despite giving ample opportunities to the claimant workman for submitting rejoinder and documents; the claimant workman failed to present the case before the Tribunal at different stages of proceeding i.e. evidence and arguments. Pleadings cannot be read as substantive evidence. On 20.10.2022 the case was reserved for final award for non-appearance of the claimant workman.

From the aforesaid circumstances it is presumable that the claimant workman is not interested in prosecuting the case further before the Tribunal.

Hence in the given circumstances the reference stands disposed of as of 'NIL' award.

Parties are left to bear their respective costs.

Date: 31.10.2022

SOMA SHEKHAR JENA, Presiding Officer

नई दिल्ली, 13 अप्रैल, 2023

का. आ. 608.—औद्योगिक विवाद अधिनियम, 1947(1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार उत्तरी रेलवे के प्रबंधतत्र, संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, चंडीगढ़-I के पंचाट (30/2018) प्रकाशित करती है।

[सं. एल - 41012/115/2016-आई आर (बी-1)]

सलोनी, उप निदेशक

New Delhi, the 13th April, 2023

S.O. 608.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 30/2018) of the Cent. Govt. Indus. Tribunal-cum-Labour Court Chandigarh-I as shown in the Annexure, in the industrial dispute between the management of Northern Railway and their workmen.

[No. L-41012/115/2016- IR(B-I)]

SALONI, Dy. Director

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-I, CHANDIGARH.

Present: Sh. J.K. TRIPATHI, Presiding Officer

ID No. 30/2018

Registered On:-01.05.2018

Sh. Garib Dass S/o Sh. Durga Dass, R/o H No.41, Near Railway Crossing, Ajaib Colony Nabha, District Patiala.
.....Workman

Versus

1. The General Manager, Northern Railways, Baroda House, New Delhi.
2. Divisional Railway Manager, Northern Railway, Ambala Division, Ambala Cantt. (Haryana).
3. Assistant Divisional Engineer, Northern Railway, Patiala

.....Respondents/Managements

AWARD

Passed On:-13.03.2023

Central Government vide Notification No. L-41012/115/2016-IR(B-I) Dated 01.05.2018, under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947(hereinafter called the Act), has referred the following Industrial dispute for adjudication to this Tribunal:-

“Whether the action of the management of Northern Railway in terminating the workman Shri Garib Dass S/o Shri Durga Dass w.e.f. 06.12.1994 is legal, fair and justified? If not, what relief the workman is entitled to and from which date?”

1. The brief facts relevant for deciding this claim petition is that as per claim of workman, the workman joined the respondent no.3 on 07.11.1983 as Gangman at AEN Railway Patiala and continuously worked from 07.11.1983 to 05.12.1994. The workman was drawing a salary of Rs.1300/- per month at the time of his termination. The services of the workman were illegally terminated on 06.12.1994. The workman approached to the respondents for duty but of no use and was informed that his services are no more required. The new appointment has been made by the respondents as well as juniors to the workman were retained in service after the termination of the services of the workman. The termination of services of workman amounts to unfair labour practice under the Industrial Disputes Act, 1947. The services of the workman have been terminated in violation of Section 25-F, 25-G and 25-H of the Industrial Disputes Act, 1947. The workman has worked for more than 240 days with the respondents in the last calendar year. The job on which the workman was working is a continuously and permanent job and post is still vacant. The services of the workman have been terminated on 06.12.1994 without any charge-sheet, without any fair and proper enquiry or without any payment of any compensation. The enquiry conducted by the Enquiry Officer in this regard did not issue any notice to the workman and the workman was not informed regarding conducting of enquiry and no charge-sheet was served upon the workman and the enquiry was conducted in unfair unilateral manner as the workman was not heard. 1st appeal was filed on 25.12.1994 before the Punishing Authority i.e. Assistant Divisional Engineer Northern Railway Patiala but no avail. Previously the first demand notice was filed before the ALF(C) Jalandhar and during the conciliation proceedings it was advised by the ALC(C) to file an appeal in this regard and therefore, also filed an appeal on 25.12.1994 and now second appeal is being filed as per instructions of the ALC(C), Jalandhar on 10.08.2015. The workman was never absented from duty without any leave/intimation and the management was violated of principle of natural justice and the workman has never left the job. The workman is very poor person and he is suffering financially on account of the acts of the department. The workman got no source of income at all to support his family. It is therefore, prayed that the workman be reinstated in service with continuity of service along with full back wages from the date of illegal termination.

2. Management filed written statement, alleging therein that the workman was removed from service vide office letter of even no. dated 06.12.1994 after duly completing all the mandatory formalities of charge-sheet, enquiry and show cause notice(Annexure R-1). He was given ample opportunity about 5 and half year(from 19.08.1989 to 06.12.1994) to represent his case at any level of administration but he never cooperated with the administration and refused to receive notices served upon him and never joined the enquiry conducted against him. He filed an OA before CAT/New Delhi in 1995 which was also dismissed as withdrawn on 10.11.1995. The workman also filed an petition before Civil Judge(Junior Division), Patiala which was also dismissed as all the action taken were as per rules. When the workman has already filed a case before CAT and Civil Judge, Patiala, he cannot approach this Hon'ble Tribunal after a gap of more than 18 years. The appeal dated 24.10.2015 cannot be decided being time barred as the same has been filed after a gap of more than 18 years. It is therefore, respectfully prayed that in view of the above facts and circumstances of the case, the claim of the workman may kindly be dismissed in the interest of justice, equity and fair play.

3. The workman filed replication to the written statement filed by the management, alleging therein that the workman was worked with the respondent w.e.f. 07.11.1983/15.07.1984 to 05.12.1994 continuously and the services of the workman were terminated on 06.12.1994 without any fair and proper enquiry conducted against the workman and neither any notice was sent to the workman nor any publication was given in any newspaper regarding enquiry and the workman filed an appeal on 25.12.1994, who had not heard the workman and no order has been passed by the Appellate-Authority so far. The workman has never filed any petition before Civil Judge(Junior Division) Patiala and the respondent has made a concocted story. The workman has filed a case regarding his termination before CAT due to lack of knowledge and the CAT instructed the workman to file the case before the proper forum. The workman is entitled to reinstatement with continuity of service and full back wages.

4. The workman has filed his affidavit in evidence but was not cross-examined by the management as the opportunity of the management to cross-examine the workman was closed and the management was proceeded ex parte on 27.10.2022.

5. I have gone through the written argument filed by the workman and perused the record available on file carefully.

6. The Hon'ble Apex Court in case of "**Deepali Gundu Surwase v. Kranti Junion Adhyapak Mahavidyalaya**" reported as (2013) 10 SCC 324 has held as under:-

"The propositions which can be culled out from the aforementioned judgments are:

- i) *In cases of wrongful termination of service, reinstatement with continuity of service and back wages is the normal rule.*
- ii) *Ordinarily, an employee or workman whose services are terminated and who is desirous of getting back wages is required to either plead or at least make a statement before the adjudicating authority or the Court of first instance that he/she was not gainfully employed or was employed on lesser wages. If the employer wants to avoid payment of full back wages, then I has to plead and also lead cogent evidence to prove that the employee/workman was gainfully employed and was getting wages equal to the wages he/she was drawing prior to the termination of service. This is so because it is settled law that the burden of proof of the existence of a particular fact lies on the person who makes a positive averments about its existence. It is always easier to prove a positive fact than to prove a negative fact. Therefore, once the employee shows that he was employed, the onus lies on the employer to specifically plead and prove that the employee was gainfully employed and was getting the same or substantially similar emoluments."*

7. Hon'ble Apex Court in the case **General Manager, Haryana Roadways Vs. Rudan Singh**, reported as 2005 SCC (L & S) 716 observed as under:-

"There is no rule of thumb that in every case where the Industrial Tribunal gives a finding that the termination of service was in violation of Section 25-F of the Act, entire back wages should be awarded. A host of factors like the manner and method of selection and appointment i.e. whether after proper advertisement of the vacancy or inviting applications from the employment exchange, nature of appointment namely, whether ad hoc, short term, daily wage, temporary or permanent in character, any special qualification required for the job and the like should be weighed and balanced in taking a decision regarding award of back wages. One of the important factors which has to be taken into consideration is the length of service, which the workman had rendered with the employer. If the workman has rendered a considerable period of service and his services are wrongfully terminated, he may be awarded full or partial back wages keeping in view the fact that at this age and the qualification possessed by him he may not be in a position to get another employment. However, where the total length of service rendered by a workman is very small, the award of back wages for the complete period i.e. from the date of termination till the date of the award, which our experience shows is often quite large, would be wholly inappropriate. A regular service of permanent character cannot be compared to short or intermittent daily wage employment though it may be for 240 days in a calendar year."

8. The Hon'ble Apex Court while considering the violation of Section 25-F of the Act in **Incharge Officer & Anr. V. Shankar Shetty**, (2010) 9 SCC 126: 2010 LLR 1137 and after referring to the various decisions, held that the relief by way of back wages is not automatic and compensation instead of reinstatement has been held to meet the ends of justice and it was observed as under:-

"2. Should an order of reinstatement automatically follow in a case where the engagement of a daily wager has been brought to end in violation of Section 25F of the Industrial Disputes Act, 1947(for short "the ID Act")? The course of the decisions of this Court in recent years has been uniform on the above question.

3. In Jagbir Singh V. Haryana State Agriculture Mktg. Board, (2009) 15 SCC 327, delivering the judgment of this Court, one of the us (R.M. Lodha, J.) noticed some of the recent decisions of this Court, namely, U.P. State Brassware Corp. Ltd. V. Uday Narain Pandey, (2006) 1 SCC 479; Uttarakhand Forest Development Corp. V. M.C. Joshi, (2007) 9 SCC 353; State of M.P. v. Lalit Kumar Verma, (2007) 1 SCC 575; M.P. Admn. V. Tribhuban, (2007) 9 SCC 748; Sita Ram v. Moti Lal Nehru Farmers Training Institute, (2008) 5 SCC 75; Jaipur Development Authority v. Ramsahai, (2006) 11 SCC 684; GDA v. Ashok Kumar, (2008) 4 SCC 261 and Mahboob Deepak v. Nagar Panchayat, Gajraula, (2008) 1 SCC 575 and stated as follows: (Jagbir Singh case (2009) 11 SCC 327, SCC pp. 330 & 335, paras 7 & 14)

“7. It is true that the earlier view of this Court articulated in many decisions reflected the legal position that if the termination of an employee was found to be illegal, the relief of reinstatement with full back-wages would ordinarily follow. However, in recent past, there has been a shift in the legal position and in a long line of cases, this Court has consistently taken the view that relief by way of reinstatement with back-wages is not automatic and may be wholly inappropriate in a given fact situation even though the termination of an employee is in contravention of the prescribed procedure. Compensation instead of reinstatement has been held to meet the ends of justice.

14. It would be, thus, seen that by a catena of decisions in recent time, this Court has clearly laid down that an order of retrenchment passed in violation of Section 25F although may be set aside but an award of reinstatement should not, however, be automatically passed.”

9. The workman has alleged in his claim statement that he joined the respondent no.3 on 07.11.1983 as Gangman at AEN Railway Patiala and continuously worked from 07.11.1983 to 05.12.1994. He was drawing a salary of Rs.1300/- per month at the time of his termination. His services were illegally terminated on 06.12.1994. The workman has submitted his affidavit but has not cross-examined by the management as the opportunity of the management to cross-examine the workman was closed and the management was proceeded ex parte on 27.10.2022. The affidavit of the workman is an oral evidence. In lieu of oral evidence, the respondent has filed a letter of Ministry i.e. reply on affidavit letter dated 06.12.1994 by Assistant Engineer, Northern Railway, Patiala to PWI-PTA & DUI, Northern Railway and a copy was given to DPO/Settlement/UMB for information in which it is shown that Garib Dass son of Durga Dass, Gangman under PWI-PTA was unauthorized absent from duty since 19.08.1989 till the date of issuing this notice meaning thereby about more than 5 years the petitioner-workman Garib Dass was absent from his duties and a show cause notice was also issued as per contents of the letter shows an inquiry was also held. It is further written in letter that:-

“The above named employee is an un-authorized absent w.e.f. 19.8.89 Show Cause Notice served to him vide this office letter of even No. dated 12/94 and was given 10 days time to appear before the undersigned to report of the same but the employee did not turn up so far.

Please let this office know if the employee has resumed under you, if not he may be considered as removal from the service, w.e.f. 19.8.89 and settlement papers may be sent to this office for further disposal please.”

Thus, it is apparent that the workman was absent from his duties without information so the inquiry was made by the respondent and after that his services were terminated meaning thereby the workman was delinquent employee who had no responsibility about his services. Mere assertion that no notice was served upon him and no inquiry was made is not acceptable. The respondents-letter shows that notice was served and he did not answer to notice.

10. In view of legal position discussed above, this Court is of the considered view that workman herein was not holding a regular or permanent post nor he was recruited against the post is a regular manner. In such circumstances, it is appropriate to grant reasonable compensation instead of reinstatement with back wages.

11. As such, having due regard to the facts and circumstances, an amount of Rs.1,00,000/- (One Lakh) appears to be just and reasonable to which the workman is entitled. In case, the amount of Rs.1,00,000/- (One Lakh) not paid within one month from the date of publication of the award, the workman is held to be entitled to 6% interest from the date of reference till payment. File after completion be consigned in the record room.

12. Let copy of this award be sent to Central Government for publication as required under Section 17 of the Industrial Disputes Act, 1947.

J.K. TRIPATHI, Presiding Officer

नई दिल्ली, 17 अप्रैल, 2023

का. आ. 609.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार सेंट्रल बैंक ऑफ इंडिया प्रबंध तंत्र के सबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण हैदराबाद के पंचाट सदर्भ संख्या (18/2009) को प्रकाशित करती है।

[सं. एल .12012/8/2009-आई आर (बी-II)]

सलोनी, उप निदेशक

New Delhi, the 17th April, 2023

S.O. 609.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref.18/2009) of the Cent.Govt.Indus.Tribunal-cum-Labour Court Hyderabad as shown in the Annexure, in the industrial dispute between the management of Central Bank of India and their workmen.

[No. L-12012/8/2009-IR(B-II)]

SALONI, Dy. Director

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT AT HYDERABAD

Present: - **Sri IRFAN QAMAR**

Presiding Officer

Dated the 30th day of December, 2022

INDUSTRIAL DISPUTE No. 18/2009

Between:

Sri J. Rajesh,
Ex.P.T. Scavenger/Sweeper,
H.No.4-691/41, Pochamma Basthi,
Humayan Nagar,
Hyderabad – 500028.Petitioner

AND

The Branch Manager,
Central Bank of India,
Kalyan Nagar Branch, Kalyan Nagar,
Hyderabad – 500 038. ... Respondent

Appearances:

For the Petitioner : Sri William Burra, Advocate

For the Respondent: M/s. Y. Vasudeva Rao, A. Swapna & B. Ramasubrahmanyam, Advocates

AWARD

The Government of India, Ministry of Labour by its order No.L-12012/ 8/2009-IR(B.II) dated 25.3.2009 referred the following dispute under section 10(1)(d) of the I.D. Act, 1947 for adjudication to this Tribunal between the management of Central Bank of India and their workman. The reference is,

SCHEDULE

“Whether the action of the management of M/s. Central Bank of India, Hyderabad (A.P.) in terminating the services of Shri J. Rajesh, Part-time Scavenger at their Kalyan Nagar Branch without following the provision of section 25F of the I.D. Act, is proper and justified? What relief the concerned workman is entitled?”

The reference is numbered in this Tribunal as I.D. No. 18/2009 and notices were issued to the parties concerned and the Petitioner entered appearance. Petitioner filed claim statement and Respondent filed counter statement.

2. The Petitioner (herein after called as workman) filed Claim statement with the averments with brief as follows:

The Petitioner was employed as part time sweeper cum scavenger since 1992 continuously without any interruption. At the time of joining the Petitioner was paid Rs. 40/- pm till 30.11.1997 which was from time to time increased and from January, 2004 it was 400/- pm. The Petitioner made a representation dated 22.1.2004 requesting the bank management to increase the remuneration in terms of the bipartite settlement dated 27.3.2000. But the Petitioner's request was not considered. Further, it says that the Respondent has employed the Petitioner as a part time sweeper cum scavenger but they were taking full time work and Petitioner was working from 9.30 am to 4.00 pm. And thus

Petitioner was working for more than 8 hrs per day. Further, it says that Petitioner's representation dated 25.7.2005 to provide an opportunity to work on regular basis was also not considered. The Petitioner is entitled to receive Rs. 740/- pm as per VII bipartite settlement award but the same was not implemented by Respondent. Petitioner had approached the Respondent for revision of remuneration and payment of the difference of consolidated salary from July, 1997 by virtue of 7th bipartite settlement, but in turn the management terminated the services of the Petitioner orally from 1.12.2007 which is illegal and unjustified in violation of Sec. 25F of I.D. Act, 1947. It is further submitted that ever since the petitioner joined the Respondent Bank as Part-time Sweeper-cum-Scavenger in June, 1992 he is working on all the working days of the Bank till his services were terminated on 30.11.2007. Thus, the petitioner had worked more than 240 days for the calendar years 1992 to 2007. The petitioner is therefore entitled to reinstatement, back wages and other attendant benefits. It is submitted that the petitioner was not given any notice or payment in lieu of notice. He was also not paid retrenchment compensation and gratuity under the P.G. Act, 1972 and Bonus as per the provisions of the payment of Bonus Act, 1965. Hence, the oral termination is illegal, unjustified, against the provisions of law and also against the principles of natural justice. The non-observation of the conditions laid down under Sec.25F of the I.D. Act, 1947 would also make the retrenchment ab-initio void. Therefore, declaration that the employee continuous to be in service with all consequential benefits will flow, as laid down by the Apex Court in Mohanlal vs. Bharat Electronics Limited – AIR 1981-1253 (OR) (II) LLU-1981-70. Therefore workman prays for declaration that oral termination of the workman from the employment of sweeper cum scavenger by Respondent is illegal, unjustified and in violation of Sec. 25F of ID Act, 1947 and also prayed for granting him full back wages, continuity of service and all other attendant benefits. Workman also prays for granting difference in consolidated pay of wages since 1997 in terms of 7th bipartite settlement award dated 2000.

3. The Respondent filed Counter with the following averments:

The Respondent filed his counter refused allegation of the workman, as alleged in the Claim statement. The Respondent submitted that present Claim is not maintainable in law and on facts. The ID is misconceived and devoid of any merits. It is also submitted that first party is not a workman as per ID Act. He was not a regular employee or casual labourer. There was no appointment order for any post, hence the employee-employer relation was never existed. The true facts are that the first party is scavenger of local locality in which the bank is located. The first party offered his services for cleaning the toilets of the branch once in a week. He was paid Rs. 40/- per visit and in course of time the amount was increased to Rs. 400/- pm as per his request. It is false to say that first party has worked for 6 hours every week. It is further wrong to say that petitioner was not allowed to work for the previous four months. Further, it is submitted that bipartite settlement is not applicable to Petitioner since he was paid for the work done and the question of balance of payment of Rs. 250/- pm from 1997 does not arise. It further submitted that bank was shifted to new premises and old records were disposed at the time of shifting. Further, it is submitted that first party has stopped to attend on his own and there was no question of termination or retrenchment since there was no appointment. The first party has hardly worked for 15 minutes whenever he came to clean the toilets. It is also alleged the first party has not worked for statutory period of 240 days in a year at any time. There was no obligation on the part of bank to give him further work. It is further submitted that the first party was never asked to work as scavenger as there was no such post at the branch level and he was never asked to work as scavenger in the bank. Further, it is submitted that the first party is not entitled to any compensation or Rs. 2500/-, pm from 1.5.2001 or for any salary from December, 2007. The claim of reinstatement or payment of salary or continuity in service or payment of attendant benefits does not arise and all these claims are denied and the same be dismissed with exemplary costs.

4. To prove the averments of the Claim statement the Petitioner has filed his chief examination affidavit as WW1. He also has filed documentary evidence (Photocopies of documents) viz., Ex. W1 is the letter dated 27.7.2001 addressed to Respondent by workman, Ex.W2 is the representation dated 22.1.2004 addressed to Respondent, Ex.W3 is the representation dated 25.7.2005, Ex.W4 is the letter, again addressed to the Respondent dated 26.8.2005, Ex.W5 is one letter dated 7.11.2005 document addressed to regional office by Respondent. Another document Ex.W6 is letter dated 1.2.1997 addressed to PRS, RO, Hyderabad by Dy. Manager, Central Bank, Ex. W7 is a letter 27.2.1998 which was addressed to the PRS, RO, Hyderabad of the Respondent by PSM Rao Branch Manager. The other document Ex. W8 is a photo copy of pass book which contains the duration and details of the payment of wages to the workman by the Respondent bank. Ex. W9 is a photocopy of 7th bipartite settlement dated 27.3.2000.

5. On the other hand, Respondent has examined as many as 4 witnesses MW1- Sri R Laxman Rao, MW2- Sri B Venkateshwarlu, MW3- Smt. Vijaya Lakshmi, MW4- Sri M. Mohan Kumar. Respondent did not file any document in evidence.

6. Heard the arguments.. The workman has filed written arguments also. He contended that the contention of Respondent, that the Petitioner is not a workman as defined under section 2(s) of ID Act, is liable to be rejected as

the Petitioner is very much covered under the category of workman as defined u/s 2(s) of ID Act. laid down by Apex Court in Devinder Singh vs. Municipal Council, Sanaur 2011(6) SCC (584). Further, it is contended that the source of employment and termination and contract of service, the quantum wages / pay and mode of payment are not at all relevant to decide whether he is workman and also does not make any distinction between full time or part time basis. Tribunal is required to consider whether he is employed in an industry for hire or reward for doing manual, skilled, unskilled, operational, technical or clerical work in any industry. Once the test of employment for hire or reward is satisfied, the employee would fall within the definition of workman. The workman has also submitted that he had worked for 240 days in a calendar year during April, 1992 to November, 2007 as he has alleged in Claim statement and also reiterated in his affidavit. He has filed Exs.W4,W6 and W7 to fortify his contention that he had worked for more than 240 days from 1992 to 2007. On the other hand, Respondent has failed to place any documentary evidence it is also submitted that the attendance register and payment vouchers are with Respondent. The day book is with Respondent but the Respondent has failed to produce the same before the tribunal in the present case. Thus, the contention of Petitioner that he worked for 240 days in each calendar year is proved and he has been in continuous employment of Respondent without any break. It is also submitted that the Petitioner's termination by the Respondent has been done without observing the condition precedent under Section 25F, hence, the retrenchment of work man is void ab intio and he is continuous in without benefits. In support of his contention, he cited the Apex Courts decision passed in 1981 (125) 1253 (or) (II) LLJ 1981 page 70. Therefore, prayed for declaring his termination from the employment in violation of Sec 25F as illegal and unjustified.

7. On the basis of pleading of both the parties and arguments advanced before the tribunal following points arise for determination:-

- I. Whether the action of the management of M/s. Central Bank of India, Hyderabad (A.P.) in terminating the services of Shri J. Rajesh, Part-time Scavenger at their Kalyan Nagar Branch without following the provision of section 25F of the I.D. Act, is proper and justified If so its effect?
- II. Whether workman is entitled for consolidated wages as per the VII Bipartite Settlement dated 27th March, 2000, w.e.f 1st November, 1997?
- III. What relief the concerned workman is entitled to?

8. **Point No.I** : The first contention of Respondent is that the Petitioner Sri J.Rajesh is not a workman as per the ID Act since he was not a regular employee, or even a casual labour and there was no appointment letter, hence, there is no employee-employer relationship ever existed. The Petitioner counsel would submit that section 2(s) of ID act contains an exhaustive definition of term "workman", the source of employment and method of recruitment and terms of quantum wages and mode of payment are not at all relevant to decide whether a person is workman or not. He further submit that the tribunal is required to consider whether a person is recruited for hire / reward, skilled, unskilled or clerical work of industry. Once the test of employment for specified type of work is specified the employee will fall within the definition of workman.

To fortify his contention Learned Counsel for petitioner has cited decision by Apex Court in Devinder Singh Vs. Municipal Council, Sanaur, 2011(6) SCC page 584, where in Apex Court has held,

"Section 2(s) contains an exhaustive definition of the term "workman". The definition takes within its ambit any person including an apprentice employed in any industry to do any manual, unskilled, skilled, technical, operational, clerical or supervisory work for hire or reward and it is immaterial that the terms of employment are not reduced into writing. The definition also includes a person, who has been dismissed, discharged or retrenched in connection with an industrial dispute or as a consequence of such dispute or whose dismissal, discharge or retrenchment has led to that dispute.

The source of employment, the method of recruitment, the terms and conditions of employment/contract of service, the quantum of wages/pay and the mode of payment are not at all relevant for deciding whether or not a person is a workman within the meaning of Section 2(s) of the Act. It is apposite to observe that the definition of workman also does not make any distinction between full-time and part-time employee or a person appointed on contract basis. There is nothing in the plain language of Section 2(s) from which it can be inferred that only a person employed on a regular basis or a person employed for doing whole-time job is a workman and the one employed on temporary, part-time or contract basis on fixed wages or as a casual employee or for doing duty for fixed hours is not a workman.

Whenever an employer challenges the maintainability of industrial dispute on the ground that the employee is not a workman within the meaning of Section 2(s) of the Act, what the Labour Court/Industrial Tribunal is required to consider is whether the person is employed in an industry for hire or reward for doing manual, unskilled,

skilled, operational, technical or clerical work in an industry. Once the test of employment for hire or reward for doing the specified type of work is satisfied, the employee would fall within the definition of "workman".

9. Admittedly, the workman has worked in the Respondent branch as part time sweeper cum scavenger since 1992 and he was paid remuneration, initially it was Rs. 40/- pm in due course of time it was increased to Rs.400/- pm from January, 2004. The Respondent contended that the workman offered to clean the toilet of the bank and he was paid wages. In the course of time it was increased to Rs.400/- pm. In chief affidavit WW1 has stated that he was a part time scavenger cum sweeper in the Respondent bank and was paid remuneration for the work. Workman has also filed Exts. W1, W3 W4 and W6 and W7 that would go to show that Petitioner/ workman had worked in the Respondent's branch as sweeper cum scavenger for hire or reward. Respondent's witness MW1 also admitted above fact in his testimony. In view of the above, it is clear that the Petitioner is workman in view of definition of workman u/s 2(s) of ID Act, 1947. But being workman merely, it does not mean that he fulfills condition to qualify the provision of Sec.25F of I.D. Act, 1947 and become eligible for protection of Sec.25F. The workman has to prove further that he had worked for 240 days in 12 months just precedes the year from the date of his termination from employment.

10. Learned Counsel for workman further submits that his termination from service by the Respondent is in violation of 25F of ID Act since he has worked for 240 days in a calendar year from April, 1992 to November, 2007 and his termination is void ab initio and he is entitled for continuance of employment in service. The Petitioner in his Claim statement and chief affidavit state that he joined the Respondent bank as part time employee in June 1992 and he had been working in all the working days in Respondent bank till his termination in 2007. That Petitioner has worked for more than 240 days for the calendar year from 1992 to 2007. Whereas, Respondent in his counter, has submitted that there was no question of termination or retrenchment since there was no appointment. The first party hardly worked for 15 minutes whenever he came to clean the toilet. The first party has not worked for 240 days in any year, hence, there was no obligation on the part of Respondent to give him future work.

11. Now, let us see, whether workman had worked 240 days under the employment of Respondent. In 12 months just precedes the date of his termination.

It would be relevant to narrate the provision of Sec 25F ID Act.

The Sec 25F of ID Act reads as follows: *Conditions precedent to retrenchment of workmen:-- No workman employed in any industry who has been in continuous service for not less than one year under an employer shall be retrenched by that employer until:--*

- a) *the workman has been given one month's notice in writing indicating the reasons for retrenchment and the period of notice has expired, or the workman has been paid in lieu of such notice, wages for the period of the notice;*
- b) *the workman has been paid, at the time of retrenchment, compensation which shall be equivalent to fifteen days' average pay {for every completed year of continuous service} or any part thereof in excess of six months; and*
- c) *Notice in the prescribed manner is served on the appropriate Government [or such authority as may be specified by the appropriate Government by notification in the Official Gazette].*

Thus Sec. 25F enumerates the conditions precedent for the retrenchment of the workman and one of the condition precedent is that the workman who is employed in any industry is in continuous service for not less than one year under the employer.

Sec. 25B enumerates the definition of continuous service, which reads as follows:

- a) *For a period of one year, if the workman, during a period of twelve calendar months preceding the date with reference to which calculation is to be made, has actually worked under the employer for not less than--*
 - i) *One hundred and ninety days in the case of workman employed below ground in a mine; and*
 - ii) *two hundred and forty days, in any other case;*

12. It is the case of the workman that since 1992 he has worked for 240 days in a year under the employment of Respondent bank. The claim has been denied by Respondent. Burden to prove the fact that he worked for 240 days in a calendar year lies on the workman. In this regard, WW1 stated that he was working in all the working days since June 1992 to 2007 thereby he worked for 240 days in each calendar year for the said period of employment. In support of his claim he filed document Ex. W1 which is an application dated 27.7.2001 addressed to the Regional Manager to increase his salary. Ex.W2 is a letter addressed to Branch Manager, Kalyan Nagar branch for increase of

part time salary. Ex. W3 is also a letter addressed to Regional Manager of Respondent for providing him opportunity to work in the bank as permanent employee. All these above documents does not prove the fact that he worked under the employment of Respondent bank for 240 days in a calendar year. Similarly, Ex. W4 is a letter by Senior Manager to Personnel Department of Respondent where in it is mentioned that Sri J. Rajesh has been attending the duties of scavenger at their branch for quite a number of years and they have received a representation from Sri J. Rajesh requesting to consider his appointment as P.T.S.K., in the bank. Document Ex.W4 also does not support the claim of Applicant. Ex. W5 is an application addressed to Branch Manager, Central Bank of India, request for appointment as a permanent worker. Ex. W6 is a letter by Dy. Manager to P.R.S., Department, R.O., Hyderabad dated 1.2.1997 regarding sending the representation of Sri J. Rajesh, for regularization. Similarly, Ex. W7 also not support the claim of workman. Document Ex. W8 is a photocopy of ledger folio which reveals that the workman was paid his wages on different dates by employer. It also reveals that it starts from the date 9.1.1998 upto 22.8.1998 and at the foot of ledger the entries of dated 19.9.1999 and 14.5.1999 is also shown to be written. The single page of photocopy, Ex.W8 does not bear caption name of establishment and neither it is verified by any authority, WW1 did not state by whom Ex.W8 was written. As per Ex.W8 if we count number of days commencing from 8.1.98 upto 14.5.99, the working days calculated in the following manner:-

Sl.No.	Worked from..	No. of Days worked
1	8-1-98 to 20-1-98	9
2	21.1.98 to 24.1.98	4
3	27.1.98 to 29.1.98 & 31.1.98	4
4	2.2.98 to 7.2.98	6
5	9.2.98 to 14.2.98	6
6	16.2.98 to 21.2.98	6
7	23.2.98 to 28.2.98 (except 25.3.98)	5
8	2.3.98 to 7.3.98 (except 3.3.98)	10
9	9.3.98 to 14.3.98 (except 13.3.98)	5
10	16.3.98 to 26.3.98 (except 23.3.98)	10
11	27.3.98 to 28.3.98	2
12	30.3.98 to 4.4.98	6
13	6.4.98 to 11.4.98 (except 8.4.98)	4
14	13.4.98 to 16.4.98	4
15	20.4.98 to 30.4.98 (except 28.4.98)	10
16	2.5.98 to 9.5.98 (except 7.5.98)	7
17	21.5.98 & 25.8.98	2
18	16,17,18,19 of Sept'98	4 (paid on 19.9.99)
19	13.3.99 & 14.3.99 & 15.3.99	3
20	14.5.99	1
	Total	103

13. On the careful perusal of chart we found that after summing up of total number of days for which workman has been paid wages, it is approximately one hundred days, which is much less than requisite 240 days as per provision of Sec.25B of I.D. Act, 1947 for continuous service. Apart from above, except Ex.W8, no other document has been filed and proved by workman to establish his claim.

14. Moreover, WW1 in cross examination has stated “it is true that I used to finish off the scavenger work for the Respondent bank within 45 minutes and then I used to leave the Bank. It is not true to suggest that I never worked for the respondent bank from 9.30 am to 4.30 pm.” The witness further admitted that “it is true that there is no sanctioned post of scavenger post in the Respondent. It is true that I used to receive wages weekly as per Ex. W8. As per this document I used to receive wages once in two days, five days and ten days also sometimes.” Further, he states, “it is true that the last entry dated 14.5.1999 only. It is true that in Ex.W5 I did not mention from which date to which date I worked.”

15. Thus, from statement of WW1 it reveals that, he has not worked on any sanctioned post and he used to finish of his work in Respondent bank within 45 minutes and use to leave the bank. Thus, the claim of workman that he worked in bank from 9.30 am to 4.30 pm in the Respondent bank does not find support from his own statement.

16. The burden of proving the fact that he has worked for 240 days in the Respondent employment in a calendar year just preceding the date of termination is on him. The Apex Court in *Krishna Bhagya Jala Nigam Ltd., vs Mohd. Rafi in Appeal (civil)3639 of 2006 decided on 24.8.2006 have held*,

“In *Rajasthan State Ganganagar S. Mills Ltd., Vs. State of Rajasthan and another (2004(8) SCC 161) the position was again reiterated in paragraph 6 as follows: “It was the case of the workman that he had worked for more than*

240 days in the year concerned. This claim was denied by the appellant. It was for the claimant to lead evidence to show that he had in fact worked upto 240 days in the year preceding his termination. He has filed an affidavit. It is only his own statement which is in his favour and that cannot be regarded as sufficient evidence for any Court or Tribunal to come to the conclusion that in fact the claimant had worked for 240 days in a year. These aspects were highlighted in *Range Forest Officer vs. S.T. Hadimani* (2002 (3) SCC 25). No proof of receipt of salary or wages for 240 days or order or record in that regard was produced. Mere non-production of the muster roll for a particular period was not sufficient for the Labour court to hold that the workman had worked for 240 days as claimed." In *Municipal Corporation, Faridabad Vs. Siri Nowas* (2004(8) SCC 195), it was held that the burden was on the workman to show that he was working for more than 240 days in the preceding one year prior to his alleged retrenchment. In *M.P. Electricity Board Vs. Hariram* (2004(8) SCC 246) the position was again reiterated in paragraph 11 as follows: "The above burden having not been discharged and the Labour Court having held so, in our opinion, the Industrial Court and the High Court erred in basing an order of reinstatement solely on an adverse inference drawn erroneously."

17. Thus, the claim of workman that he worked for 240 days in a calendar year is not proved by Ex.W8. Apart from his statement, no other credible evidence has been produced by workman to prove his claim. Therefore, contention of workman that he is continuously working since 1992 to 2007, till he was terminated w.e.f. 1.12.2007 and he is eligible for continuous service, is not acceptable.

18. The law cited by the workman, *Mohan Lal vs. M/s. Bharath Electronics Ltd.*, 1981 SCC 225 is concerned wherein apex court have held,

"However, before a workman can complain of retrenchment being not in consonance with Sec. 25F, he has to show that he has been in continuous service for not less than one year under that employer who has retrenched him from service".

19. The workman failed to prove his claim by evidence that he was in continuous service for not less than one year.

20. Learned Counsel for workman further contended that to repel the contention of workman the Respondent bank failed to place any documentary evidence i.e., the attendance register, payment voucher and day book which are with the Respondent but failed to place the said documents before the tribunal. The Respondent has contended in his counter as well as in testimony that in August, 2007 branch was shifted to new premises and the record was disposed of at the time of shifting. MW1 also states to this effect. The witness was not asked any question in cross examination by workman hence, contention of Respondent that record was disposed off at the time of shifting remains unrebutted. The burden of proof is on workman to prove his contention, by evidence and fact, he should stand on his own legs. Moreover, Petitioner never moved any application for summoning the aforesaid record from the custody of Respondent, hence, now he cannot claim that Respondent failed to produce documentary evidence to repel the contention of workman. The Respondent has furnished plausible explanation for non-production of the record, hence, no adverse inference can be drawn against the Respondent in this regard.

21. On the other hand, Respondent has examined MW1, MW2, MW3 & MW4, and all the witnesses has supported the version of the Respondent and nothing elicited in their cross examination to make their testimony shaky so as to discard on any count.

Thus, Point No.I is decided accordingly.

22. **Point No.II:** It is also contended by workman that as per VII Bipartite settlement(Award) dated 27.3.2000 the Petitioner i.e., entitled to receive Rs.740/- p.m. which was also not implemented by the Respondent Management in respect of the Petitioner. It is also submitted that he had approached Management for revision of his remuneration and payment of the difference of the consolidated salary of Rs. 740/-p.m. from 1.11.1997 by virtue of VII Bipartite settlement dated 27.3.2000. The Respondent submitted in his counter in para 3 that, the bipartite settlement is not applicable to the case of Petitioner since he was paid for the work done and the question of balance of payment of Rs.250/- p.m. from 1.11.1997 does not arise. The workman has filed document Ex.W9 which is copy of VII Bipartite settlement circular No.PER/2000-2001/01 dated 27.3.2000 which is not denied by Respondent. In schedule I list of Banks at Serial No.7, the name of Respondent bank, Central Bank of India is mentioned, hence, it is equally applicable to Respondent bank. As discussed on preceding para, that Petitioner comes under workman category and he has done part-time job of sweeper cum scavenger, in the Respondent bank for hire/reward.

Bipartite settlement at page 12-part XVII, it is mentioned that:-

"XVII: Part-Time Employees:

With effect from 1st November, 1997 Part time employees whose normal working hours per week are as given below shall be paid consolidated wages as under:

a) *Upto 3 hours : At Bank's discretion with a minimum of Rs.450/- p.m.*

b) *More than 3 hours : At Bank's discretion with a Rs.740/-p.m.*

minimum of but less than 6 hours :

Therefore, workman being Part-time workman in Respondent bank is eligible to get Rs.740/- p.m. from 1.11.1997 till the date of his termination i.e., 1.12.2007.

Thus, Point No.II is decided accordingly.

23. **Point No.III:** Thus, from the above discussion, this Tribunal is of the considered view that the termination of workman Shri J. Rajesh is just and proper and there is no violation of provisions of Sec.25F of I.D. Act, 1947. However, the workman was a part-time workman hence, he is eligible for consolidated wages as per VII Bipartite settlement, w.e.f. 1.11.1997 till date of termination of his service i.e., 1.12.2007. Whatever wages claimant had already received shall be deducted from consolidated wages.

Thus, Point No.III is decided accordingly.

Result:

The action of the management of M/s. Central Bank of India, Hyderabad (A.P.) in terminating the services of Shri J. Rajesh, Part-time Scavenger at their Kalyan Nagar Branch is proper and justified. The workman Shri J. Rajesh is not entitled to relief of continuation of service and back wages.

However, he is entitled to receive consolidated wages @ Rs.740/- w.e.f. 1.11.1997 till date of his termination i.e., 1.12.2007. Respondent is directed to pay the difference of wages as per VII Bipartite settlement to workman after deducting the wages already paid within 2 months from the receipt of this award.

Award is passed accordingly. Transmit.

Typed to my dictation by Smt. P. Phani Gowri, Personal Assistant, corrected by me on this the 30th day of December, 2022.

IRFAN QAMAR, Presiding Officer

Appendix of evidence

Witnesses examined for the

Petitioner

WW1: Sri J. Rajesh

Witnesses examined for the

Respondent

MW1: Sri R. Laxman Rao

MW2: Sri B. Venkateswarlu

MW3: Smt. Vijaya Lakshmi

MW4: Sri M. Mohan Kumar

Documents marked for the Petitioner

Ex.W1: Copy of lr. Dated 27.7.2001 from WW1 to the Respondent

Ex.W2: Copy of representation dt. 22.1.2004 from WW1 to Respondent

Ex.W3: Copy of representation dt. 25.7.2005 from WW1 to Respondent

Ex.W4: Copy of representation dt. 26.8.2005 from WW1 to Respondent

Ex.W5: Copy of lr.dt. 7.11.2005 from WW1 to Regl. Office of Respondent

Ex.W6: Copy of lr. dt. 1.2.1997 from Dy. Manager to PRS, RO of Respondent

Ex.W7: Copy of lr. dt. 27.2.98 from Branch Manager to PRS Department, of Respondent

Ex.W8: Copy of pass book which contains the duration and details of the payment of wages to the workman by the Respondent bank

Ex.W9: Copy of 7th Bipartite settlement dated 27.3.2000.

Documents marked for the Respondent

NIL

नई दिल्ली, 18 अप्रैल, 2023

का. आ. 610.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एस.ई.सी.एल. के प्रबंधतंत्र के संबद्ध नियोजको और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण -सह -श्रम न्यायालय, बिलासपुर (छ.ग.)

के पंचाट (संदर्भ सं 04/आई.डी.एक्ट/रिफर्स/सी.जी.आई.टी./2017) को प्रकाशित करती है, जो केन्द्रीय सरकार को 18/04/2023 को प्राप्त हुआ था।

[सं. एल-22012/55/2016.आई. आर (सी.एम-2)]

मणिकंदन.एन, उप निदेशक

New Delhi, the 18th April, 2023

S.O. 610.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (ID No. 04 /I.D.Act./Ref/C.G.I.T./2017) of the Central Government Industrial Tribunal-cum-Labour Court, BILASHPUR (C.G) as shown in the Annexure, in the industrial dispute between the Management of S.E.C.L. and their workmen, received by the Central Government on 18/04/2023.

[No. L-22012/55/2016 – IR (CM-II)]

MANIKANDAN. N, Dy. Director

अनुबंध

न्यायालय-श्रम न्यायाधीश, औद्योगिक विवाद अधिनियम

श्रम न्यायालय, बिलासपुर (छ.ग.)

(पीठासीन-शहाबुद्दीन कुरैशी)

प्रक.क्र.-04/आई.डी.एक्ट/रिफ/सेन्ट्रल/2017

संस्थित दिनांक- 05.06.2017

डी.पी. शराफ

चीफ स्टोर कीपर, एस.ई.सी.एल

क्रवा. नं. ई-22, 15 ब्लाक, एस.ई.सी.एल. कॉलोनी

कोरबा, जिला कोरबा (छ.ग.)

.....प्रथम पक्ष

// बनाम //

1. एस.ई.सी.एल.

मार्फत-सी.एम.डी. सीपत रोड, बिलासपुर

जिला बिलासपुर (छ.ग.)

2. एस.ई.सी.एल.

मार्फत जनरल मैनेजर,

एस.ई.सी.एल. कोरबा एरिया

जिला कोरबा (छ.ग.)

.....द्वितीय पक्षगण

प्रथम पक्ष द्वारा: श्री डी.पी. शराफ अधिवक्ता

द्वितीय पक्ष द्वारा: श्री विनोद देशमुख अधिवक्ता

// अधिनिर्णय //

(पारित दिनांक-27.02.2023)

1. इस अधिनिर्णय के द्वारा प्रथम पक्षकार डी.पी. शराफ और द्वितीय पक्षकार एस.ई.सी.एल. के बीच औद्योगिक विवाद विद्यमान होने के कारण, सेक्षण आफिसर, गवर्नरमेंट आफ इण्डिया/भारत सरकार, मिनिस्ट्री आफ लेबर/श्रम मंत्रालय नई दिल्ली ने आदेश नं. एल-22012/55/2016 IR (CM-II) नई दिल्ली दिनांक 05.09.2016 के द्वारा विवाद

को, औद्योगिक विवाद अधिनियम 1947 (14/1947) के अंतर्गत, श्रम न्यायालय बिलासपुर को अधिनिर्णियार्थ सौपा है, जिसका निराकरण किया जा रहा है।

2. प्रथम पक्ष की ओर से पेश स्टेटमेंट आफ क्लेम का संक्षिप्त निवेदन यह है कि वह 97 कर्मकारों का अधिकृत प्रतिनिधि है। दिनांक 19, 20, एवं 21 जनवरी 2009 में कोयला संघर्ष समिति, कोयला कामगार संगठन एवं अन्य यूनियनों द्वारा कोल इंडिया एवं इनके सबसिडरी कम्पनी जिसमें एसईसीएल भी शामिल है, में हड्डताल हेतु विधिवत रूप से नोटिस देकर हड्डताल किया गया था। उक्त हड्डताल में जिन 97 लोगों का वेतन काटा गया है, वे हड्डताल करने वाले यूनियन के सदस्य नहीं थे। हड्डताली यूनियन द्वारा जगह जगह जाम कर दिया गया था तथा मारपीट कर रहे थे ताकि कर्मकार काम पर न जा सके साथ ही प्रबंध द्वारा कर्मकारों के सुरक्षा का इंतजाम नहीं किया गया था और न ही कर्मकार जो काम पर जाना चाहते थे उन्हें संरक्षण प्रदान नहीं किया गया था, जिसके कारण क्लेमकर्ता कर्मकार कार्य पर नहीं जा सके थे। समझौता अधिकारी द्वारा उक्त हड्डताल को न तो संराधन में लिया गया था और न ही हड्डताल को अवैध घोषित किया गया था। प्रबंधन द्वारा 97 कर्मकारों को हड्डताली मानकर पेमेन्ट आफ वेजेस एक्ट की धारा-9(2) में अनुपस्थिति को हड्डताल मानकर अनुपस्थिति के साथ 8 दिन का वेतन काट दिया गया जिससे व्यक्ति होकर क्षेत्रीय लेबर (केन्द्रीय) कमिश्नर बिलासपुर के समक्ष जोकि पेमेन्ट आफ वेजेस एक्ट हेतु समुचित समक्ष अधिकारी था, के द्वारा इसे औद्योगिक विवाद के रूप में ग्राह्य किया गया। समस्त 97 कर्मकार का औसत मासिक वेतन 6,500/- रूपये से अधिक था। अतः कोई भी कर्मकार पेमेन्ट आफ वेजेस एक्ट 1936 की धारा-1(6) के अनुसार समस्त 97 कर्मकारों पर पेमेन्ट आफ वेजेस एक्ट 1936 के प्रावधान लागू नहीं होते। जब क्लेम प्रस्तुत किया गया तब 120 लोगों द्वारा आवेदक को 1947 आई.डी. (सेंट्रल) नियम-36 के अधीन फार्म-एफ. में हस्ताक्षर किये थे तथा अपना क्लेम राशि का वर्णन किया था। 97 लोगों का कुल रकम 4,63,452/- रूपये होता है, जिसे द्वितीय पक्षगण भुगतान करने के लिए बाध्य है। अतः द्वितीय पक्षगण से 97 कर्मकारों के वेतन से अवैध रूप से काटी गई राशि 4,63,452/- रूपये मय 10 गुण पेनाल्टी दिलाये जाने का निवेदन किया गया।

3. द्वितीय पक्ष की ओर से स्टेटमेंट आफ क्लेम का विरोध करते हुए यह निवेदन किया कि स्टेटमेंट आफ क्लेम में उल्लेखित मजदूरों की काटी गई राशि को मजदूरों द्वारा स्वीकार किया गया था तथा वर्ष 2009 से 2015 तक उनके द्वारा कोई आपत्ति नहीं की गई। मजदूरों द्वारा माननीय न्यायालय के आदेश दिनांक 24.09.2014 के आधार पर काटी गई मजदूरी की मांग की जा रही है। इसके पूर्व उनके द्वारा किसी प्रकार की मांग अथवा आपत्ति नहीं की गई है। प्रथम पक्ष डी.पी. शराफ दिनांक 30.06.2017 को एस.ई.सी.एल. से रिटायर्ड हो गया है। आई.डी. एक्ट के तहत उसे कोई अधिकार प्राप्त नहीं है कि वह अन्य मजदूरों का प्रतिनिधित्व कर, आवेदन प्रस्तुत करें। प्रथम पक्ष डी.पी. शराफ का मेटर सेटल किया जा चुका है, अन्य स्टाफ का स्थानांतरण एवं प्रमोशन हो चुका है। ऐसी दशा में भी प्रथम पक्ष का आवेदन सुनवाई योग्य नहीं है। मजदूरों द्वारा की गई हड्डताल अवैधानिक थी तथा उनके सेलरी की कटौती विधिक प्रावधानों के अधीन की गई है। प्रथम पक्ष द्वारा समय बाधित आवेदन प्रस्तुत किया गया है तथा समस्त मजदूरों की ओर से आवेदन पेश करने का उसे अधिकार प्राप्त नहीं था। ऐसी दशा में प्रथम पक्ष का आवेदन खारिज किये जाने का निवेदन किया गया।

4. पूर्व पीठासीन अधिकारी द्वारा दिनांक 23.01.2019 को वाद प्रश्न निर्मित न कर स्टेटमेंट आफ क्लेम के रिफरेन्स को ही वाद प्रश्न निर्धारित किया गया था। अतः गवर्नमेंट आफ इण्डिया/भारत सरकार, मिनिस्ट्री आफ लेबर/श्रम मंत्रालय नई दिल्ली की ओर से प्रेषित निम्नलिखित शेड्यूल को वाद प्रश्न निर्धारित किया गया, जिसका निराकरण सकारण निष्कर्ष देते हुए निम्नांकित रूप से किया जा रहा है।

क्र.	वाद प्रश्न	निष्कर्ष
1.	Whether the action on the part of SECL management, Korba in deducting the wages in case of Rameshwar Talhan and 96 other as per the list submitted by Shri D.P. Saraf towards not attending duty on strike date i.e. 19th, 20th, and 21st January 2009 and not refunding the deduction amount from their salary in respect of 97 employees in the enclosed list and only paying to Shri D.P. Saraf tantamounts to discrimination and whether it is appropriate justified and legal?	अप्रमाणित
2	If not what relief Shri Rameshwar Talhan and	

96 other in the list espoused by Shri D.P. Saraf are entitled to ?	अप्राणित
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5. प्रथम पक्ष ने अपने समर्थन में स्वयं प्रथम पक्ष डी.पी. शराफ एवं रम्हैया साहू, का साक्ष्य न्यायालय के समक्ष प्रस्तुत किया गया है तथा द्वितीय पक्ष की ओर से अश्वनी कुमार एवं खगेन्द्र सिंह ठाकुर का साक्ष्य न्यायालय के समक्ष प्रस्तुत किया गया है। हालांकि प्रथम पक्ष की ओर से विरेन्द्र कानू, एवं सुखदेव प्रसाद का साक्ष्य पेश किया गया है, परन्तु प्रतिपरीक्षण नहीं कराये जाने से साक्ष्य में ग्राह्य नहीं किया जा रहा है। इसी तरह प्रथम पक्ष ने अपने समर्थन में प्रदर्श पी-1 से लेकर प्रदर्श पी-7 तक के दस्तावेज प्रस्तुत किया गया है। द्वितीय पक्ष की ओर से अपने समर्थन में प्रदर्श डी-1 से प्रदर्श पी-41 तक के दस्तावेज प्रस्तुत किया गया है।

वाद प्रश्न क्रमांक-1 एवं 2 का निष्कर्ष

6. उक्त वाद प्रश्नों को सिद्ध करने का भार प्रथम पर है। प्रथम पक्ष ने इस संबंध में स्वयं एवं अन्य साक्षी रम्हैया का साक्ष्य प्रस्तुत किया है। प्रथम पक्ष डी.पी. शराफ ने 97 कर्मकारों की ओर से स्वयं आवेदन प्रस्तुत कर, वर्ष 2009 में उनके वेतन की कटौती की वसूली हेतु प्रकरण प्रस्तुत किया है। प्रथम पक्ष ने अपने स्टेटमेंट आफ क्लेम में 97 कर्मकारों द्वारा उसे अधिकृत किया जाना बताया है। साक्षी डी.पी. शराफ ने न्यायालय के समक्ष दिये गये कथन में भी यह साक्ष्य प्रस्तुत किया है कि जनवरी 2009 में कामगारों को हड्डताली मानकर द्वितीय पक्ष द्वारा उनके वेतन से कटौती की गई थी, जिससे व्यथित होकर कर्मकारों द्वारा प्रथम पक्ष को मामला प्रस्तुत करने हेतु अधिकृत किया गया था। प्रथम पक्ष ने द्वितीय पक्ष को दिये गये आवेदन के दस्तावेज न्यायालय के समक्ष प्रस्तुत तो किया है, परन्तु प्रथम पक्ष को अधिकृत किये जाने के संबंध में किसी प्रकार का दस्तावेज प्रस्तुत नहीं किया है। यद्यपि प्रथम पक्ष डी.पी. शराफ को प्रतिनिधित्व करने हेतु अधिकृत किये जाने का 148 कामगारों के हस्ताक्षर सहित दस्तावेज प्रदर्श पी-5 के रूप में प्रस्तुत किया गया है, परन्तु उक्त दस्तावेज द्वितीय पक्ष एस.ई.सी.एल. बिलासपुर के पदाधिकारी को लिखा गया पत्र है। उक्त दस्तावेज में कहीं भी यह उल्लेखित नहीं है कि न्यायालय के समक्ष मामला प्रस्तुत किये जाने हेतु प्रथम पक्ष डी.पी. शराफ को, कामगारों द्वारा प्राधिकृत किया गया है। इसी तरह प्रथम पक्ष ने प्रदर्श पी-7 का दस्तावेज भी श्रमायुक्त बिलासपुर के समक्ष प्रस्तुत किया गया आवेदन है, जिसके आधार पर भी प्रथम पक्ष को अधिकृत किये जाने का निष्कर्ष नहीं निकाला जा सकता।

7. प्रथम पक्ष ने प्रदर्श पी-6 का एक अन्य दस्तावेज प्राधिकृत किये जाने के संबंध में प्रस्तुत किया है। उक्त दस्तावेज में 5 कर्मकारों द्वारा हस्ताक्षर कर, प्रथम पक्ष डी.पी. शराफ को न्यायालय में मामला प्रस्तुत किये जाने हेतु प्राधिकृत किये जाने का उल्लेख है। हालांकि उक्त दस्तावेज दिनांक 14.11.2016 को निष्पादित किया गया था, जबकि प्रथम पक्ष ने श्रम मंत्रालय, भारत सरकार के समक्ष दिनांक 05.09.2016 को आवेदन प्रस्तुत किया था, जहां से रिफरेन्स सी.जी.आई.टी. को प्राप्त हुआ, तत्पश्चात इस न्यायालय को रिफरेन्स आफ क्लेम प्राप्त हुआ अर्थात दिनांक 05.09.2016 को रिफरेन्स हेतु आवेदन प्रस्तुत किये जाने तक प्रदर्श पी-6 का दस्तावेज प्रथम पक्ष को प्राप्त नहीं था तथा प्रदर्श पी-6 के पांच कर्मकारों द्वारा भी उक्त रिफरेन्स प्रस्तुत किये जाने तक प्रथम पक्ष को प्राधिकृत नहीं किया गया था।

8. प्रथम पक्ष डी.पी. शराफ ने अपने प्रतिपरीक्षण की कंडिका-8 में यह स्वीकार किया है कि स्टेटमेंट आफ क्लेम पर केवल उसके हस्ताक्षर हैं, किसी भी वर्कर के हस्ताक्षर नहीं करवाये गये हैं तथा कंडिका-11 में यह स्वीकार किया है कि अधिकृत पत्र में केवल पांच लोगों के हस्ताक्षर है, 97 कर्मचारी के हस्ताक्षर नहीं करवाये गये हैं। यद्यपि साक्षी ने स्वतः यह बताया है कि कर्मचारियों के मीटिंग में 97 कर्मचारी द्वारा उनकी ओर से हस्ताक्षर करने हेतु पांच लोगों को अधिकृत किया गया था। परन्तु प्रथम पक्ष ने इस संबंध में किसी प्रकार का दस्तावेज प्रस्तुत नहीं किया है कि 97 कर्मचारी द्वारा अपनी ओर से पांच वर्कर को प्राधिकृत किया था। यह और भी कि 97 कर्मकार द्वारा पांच कर्मकार को अधिकृत किया गया तत्पश्चात पांच कर्मकार द्वारा प्रथम पक्ष को अधिकृत किया जाना विधि अनुकूल नहीं है।

9. प्रकरण में महत्वपूर्ण तथ्य यह भी है कि द्वितीय पक्ष ने प्रथम पक्ष को प्राधिकृत करने वाले वर्कर में से खगेन्द्र सिंह ठाकुर का साक्ष्य एवं रामेश्वर तलहन का शपथ पत्र प्रदर्श डी-41 प्रस्तुत किया है। यद्यपि रामेश्वर तलहन का साक्ष्य न्यायालय के समक्ष द्वितीय पक्ष द्वारा प्रस्तुत नहीं किया गया है, केवल प्रदर्श डी-41 का शपथ पत्र प्रस्तुत किया गया है, परन्तु द्वितीय पक्ष ने प्राधिकृत करने वाले कर्मचारी में से एक कर्मचारी खगेन्द्र सिंह ठाकुर का साक्ष्य प्रस्तुत किया है। उक्त

साक्षी ने अपने न्यायालयीन कथन में बताया कि वह एस.ई.सी.एल. कोरबा में उप प्रबंधक कार्मिक के पद पर पदस्थ हैं तथा वर्ष 2009 में हड्डताल में शामिल होने एवं ड्यूटी में उपस्थित नहीं होने के कारण उसके वेतन से कटौती की गई थी। साक्षी के अनुसार उसके द्वारा किसी भी न्यायालय में कोई प्रकरण पेश नहीं किया गया है और न ही किसी को अधिकृत किया है। साक्षी ने प्रदर्श पी-5 के प्राधिकार पत्र के सिरियल नं-94 में स्वयं का नाम होना तो बताया है, परन्तु हस्ताक्षर से इंकार किया है। साक्षी ने अपने घोषणा पत्र प्रदर्श डी-40 को प्रमाणित किया है। यद्यपि प्रथम पक्ष के साक्षी रम्हैया साहू ने इसके विपरीत साक्ष्य प्रस्तुत किया है तथा यह बताया है कि उसके द्वारा प्रदर्श पी-5 के अनुसार प्रथम पक्ष डी.पी. शराफ को प्राधिकृत किया गया था तथा प्रदर्श पी-6 की मीटिंग में पांच लोगों द्वारा प्रथम पक्ष को अधिकार पत्र दिया गया था। उक्त साक्षी ने स्वयं के समक्ष समस्त पांच कर्मकारों द्वारा हस्ताक्षर करना बताया है, परन्तु केवल उक्त साक्षी के कथन मात्र से समस्त 97 कर्मचारियों द्वारा प्राधिकृत किये जाने का निष्कर्ष नहीं निकाला जा सकता। इसके विपरीत साक्षी खगेन्द्र सिंह ठाकुर के उक्त कथन एवं प्रदर्श डी-40 के दस्तावेज से भी द्वितीय पक्ष के इस तर्क को बल प्राप्त होता है कि प्रथम पक्ष को कर्मकार द्वारा प्राधिकृत नहीं किया गया था।

10. प्रथम पक्ष डी.पी. शराफ ने अपने प्रतिपरीक्षण की कंडिका-7 में यह स्वीकार किया है कि उसके द्वारा दिनांक 29.07.2015 को प्रथम बार क्षेत्रीय लेवर कमिश्नर के समक्ष विवाद प्रस्तुत किया गया था तथा उस दिनांक की स्थिति में वह यूनियन का मेम्बर नहीं था, वह वर्ष 2016 में यूनियन का मेम्बर बना है। साक्षी ने कंडिका-12 में पुनः यह स्वीकार किया है कि जिस समय श्रमिकों द्वारा प्रकरण प्रस्तुत करने हेतु प्राधिकृत किया गया था, उस समय वह किसी यूनियन का सदस्य या पदाधिकारी नहीं था, वह केवल एस.ई.सी.एल. का कर्मचारी था। साक्षी ने कंडिका-5 में यह भी स्वीकार किया है कि श्रमिकों द्वारा मामला प्रस्तुत करने हेतु उसे प्राधिकृत करने के लिए एस.ई.सी.एल. प्रबंधन को किसी प्रकार का आवेदन नहीं दिया था। द्वितीय पक्ष के साक्षी अश्विनी कुमार ने भी यह बताया है कि प्रथम पक्ष दिनांक 30.06.2017 को सेवानिवृत्त हुआ है एवं उक्त दिनांक तक वह किसी यूनियन का सदस्य नहीं था तथा उसे मामला प्रस्तुत करने का अधिकार प्राप्त नहीं था। द्वितीय पक्ष के उक्त कथन एवं प्रथम पक्ष की स्वीकारोत्ति से यह दर्शित होता है कि जिस दिन न्यायालय के समक्ष मामला प्रस्तुत किया गया था, उस दिन तक प्रथम पक्ष न तो किसी यूनियन का सदस्य था और न ही किसी रजिस्ट्रीकृत व्यवसाय संघ द्वारा उसे अधिकृत किया गया था।

11. औद्योगिक विवाद अधिनियम की धारा-36 के अनुसार ऐसा कर्मकार जो विवाद का पक्षकार है, उसका प्रतिनिधित्व किसी रजिस्ट्रीकृत व्यावसायिक संघ के सदस्य अथवा उद्योग में कार्यरत व्यवसाय संघ के कार्यपालिका के सदस्य या नियोजित अन्य कर्मकार द्वारा विहित प्रारूप में प्राधिकृत व्यक्ति द्वारा किया जा सकता है। प्रस्तुत प्रकरण में प्रथम पक्ष मामला प्रस्तुत करते समय न तो किसी व्यावसायिक संघ का सदस्य है और न ही किसी उद्योग की कार्यपालिका का सदस्य है। यद्यपि वह एस.ई.सी.एल. का कर्मकार था, परन्तु इस हेतु उसे ऐसा दस्तावेज प्रस्तुत करना चाहिए था, जिसमें यह उल्लेखित हो कि उसे कर्मचारी द्वारा प्राधिकृत किया गया है तथा उक्त दस्तावेज अधिनियम के प्रारूप-एफ अनुसार होना चाहिए था। परन्तु प्रथम पक्ष द्वारा ऐसा कोई भी प्रारूप न्यायालय के समक्ष साक्ष्य में प्रदर्शित नहीं करवाया है। इसके विपरीत द्वितीय पक्ष द्वारा प्रदर्श डी-3 से प्रदर्श डी-39 के दस्तावेज प्रस्तुत किया गया है, जिसमें विभिन्न कर्मकारों को यूनियन का सदस्य होने हेतु सदस्यता शुल्क काटे जाने का उल्लेख है। उक्त दस्तावेज से यह दर्शित होता है कि द्वितीय पक्ष के कर्मकार यूनियन के सदस्य थे, उसके उपरान्त भी उसके द्वारा यूनियन के माध्यम से मामला प्रस्तुत नहीं किया गया। जिससे द्वितीय पक्ष के तर्क को अधिसंभाव्यता प्राप्त होती है।

12. प्रथम पक्ष ने स्वयं द्वारा हस्ताक्षरित स्टेमेंट आफ क्लेम प्रस्तुत किया है। प्रथम पक्ष डी.पी. शराफ औद्योगिक विवाद अधिनियम 1947 के अनुसार कर्मचारी व्यावसायिक संघ नहीं है। प्रदर्श पी-5 के कर्मकार के.एस. ठाकुर द्वारा प्रथम पक्ष को प्राधिकृत नहीं किये जाने का साक्ष्य प्रस्तुत किया है। ऐसी दशा में यह निष्कर्ष नहीं निकाला जा सकता कि समस्त 97 कर्मचारी द्वारा प्रथम पक्ष डी.पी. शराफ को मामला प्रस्तुत करने हेतु प्राधिकृत किया गया था। अतः केवल डी.पी. शराफ द्वारा समस्त कर्मचारी के प्रतिनिधि के तौर पर मामला प्रस्तुत नहीं किया जा सकता।

13. प्रथम पक्ष द्वारा न्याय दृष्टांत स्टेट बैंक आफ ट्रावनकोर बनाम मेसर्स किंगस्टोन कम्प्यूटर्स प्रा.लि. दिनांक 20.02.2011 सिविल अपील नं- 2014/2011 सु.को. प्रस्तुत कर तर्क किया कि द्वितीय पक्ष द्वारा प्रस्तुत किया गया जवाब एस.ई.सी.एल. द्वारा आथराईज्ड नहीं है तथा उपस्थित होने वाले व्यक्ति कम्पनी की ओर से प्राधिकृत नहीं होने के कारण अपना बचाव नहीं कर सकते हैं। प्रस्तुत प्रकरण में द्वितीय पक्ष की ओर से आथराईज्ड प्रतिनिधि द्वारा जवाब दावा प्रस्तुत

किया गया है तथा द्वितीय पक्ष ने अपने साक्षी अश्वनी कुमार के माध्यम से अथाराईजेशन प्रदर्श पी-2 न्यायालय के समक्ष प्रस्तुत किया है, जिससे अश्वनी कुमार द्वितीय पक्ष की ओर से प्राधिकृत व्यक्ति दर्शित होता है। ऐसी दशा में प्रथम पक्ष द्वारा प्रस्तुत किया गया न्याय दृष्टांत प्रकरण में प्रयोज्य नहीं है।

14. प्रथम पक्ष द्वारा कर्मकारों की वर्ष 2009 में की गई वेतन कटौती की वापसी हेतु औद्योगिक विवाद अधिनियम के तहत मामला प्रस्तुत किया गया है, जबकि औद्योगिक विवाद अधिनियम की धारा 2(क) धारा-7, एवं अध्याय 5 (क) में वेतन से की गई कटौती की वापसी हेतु कोई प्रावधान उल्लेखित नहीं है। इसी तरह अधिनियम के शेड्यूल-2 में वेतन से की गई कटौती की वापसी हेतु कोई प्रावधान उल्लेखित नहीं है। प्रथम पक्ष ने अपने आवेदन, साक्ष्य एवं तर्क में यह उल्लेखित नहीं किया है कि औद्योगिक विवाद अधिनियम 1947 के किस अधिनियम के तहत मामला प्रस्तुत किये जाने का उल्लेख है, परन्तु प्रथम पक्ष द्वारा उक्त अधिनियम के तहत मामला प्रस्तुत नहीं किया गया है। साथ ही स्वयं प्रथम पक्ष ने अपने आवेदन की कंडिका-7 में यह अभिवचनित किया है कि तथा इस पर साक्ष्य भी प्रस्तुत किया है कि समस्त 97 कर्मकारों का वेतन 6,500/- रूपये से अधिक था, जिस कारण उन पर पेमेन्ट आफ वेजेस एक्ट 1936 के प्रावधान लागू नहीं होते हैं। ऐसी स्थिति में उक्त अधिनियम के तहत भी प्रथम पक्ष को अनुतोष प्रदान नहीं किया जा सकता।

15. इसके अलावा एक महत्वपूर्ण तथ्य यह भी है कि प्रथम पक्ष के अनुसार वेतन की कटौती जनवरी 2009 में की गई थी तथा उसके द्वारा सर्वप्रथम रिफरेन्स 29.07.2015 को किया गया था। प्रकरण के अवलोकन से यह भी दर्शित होता है कि प्रथम पक्ष ने सर्वप्रथम दिनांक 05.09.2016 एवं 23.03.2017 को विवाद उठाया गया था। यदि प्रथम पक्ष का मामला औद्योगिक विवाद अधिनियम की श्रेणी में आता है तो अधिनियम की धारा 2(क)(3) के अनुसार उसे प्रस्तुत मामला तीन वर्ष के भीतर श्रम न्यायालय के समक्ष प्रस्तुत कर देना चाहिए था तथा यदि उसका मामला मजदूरी संदाय अधिनियम के प्रावधानों के अंतर्गत आता है तो मामला उक्त अधिनियम की धारा 15(2) के तहत कटौती के बारह मास के भीतर न्यायालय के समक्ष प्रस्तुत कर दिया जाना चाहिए था। परन्तु प्रथम पक्ष के द्वारा कटौती के लगभग 6 वर्ष पश्चात विवाद उठाया गया है तथा विलम्ब क्षमा किये जाने हेतु न तो कोई आवेदन प्रस्तुत किया गया और न ही अभिवचन किया गया है। यद्यपि प्रथम पक्ष ने अपने अभिवचन की कंडिका-11 में यह बताया है कि माननीय छ.ग. उच्च न्यायालय द्वारा याचिका क्रमांक डब्ल्यू.पी.एल. 637/2009 को स्वीकार कर, 8 दिन के वेतन की कटौती नहीं किये जाने का आदेश किया गया था, जिसका पालन एस.ई.सी.एल. के सभी एरिया द्वारा किया गया, परन्तु कोरबा एरिया द्वारा आदेश का पालन नहीं किया गया।

16. हालांकि प्रथम पक्ष ने उक्त याचिका का दस्तावेज न्यायालय के समक्ष प्रदर्शित नहीं करवाया है और न ही इस संबंध में साक्ष्य प्रस्तुत किया कि उक्त याचिका में कौन कौन पक्षकार थे अथवा द्वितीय पक्ष पक्षकार था अथवा नहीं। यदि उक्त याचिका के कारण पक्षकार को प्रकरण प्रस्तुत करने में विलम्ब हुआ था तो प्रथम पक्ष को चाहिए था कि परिसीमा अधिनियम के तहत उक्त विलम्ब को क्षमा करवाता। द्वितीय पक्ष द्वारा इस संबंध में न्याय दृष्टांत यू.पी. जल निगम द्वारा बनाम जसवंत सिंह वगैरह (2007) 1 SCC (L&S) 500, न्याय दृष्टांत स्टेट आफ उत्तर प्रदेश बनाम अरविंद कुमार श्रीवास्तव वगैरह (2015) 1 SCC (L&S) 191 एवं न्याय दृष्टांत यूनियन आफ इंडिया वगैरह बनाम एन मूरुगेशन (2022) 1 SCC (L&S) 328 प्रस्तुत किया, जिसमें माननीय न्यायालय द्वारा Delay and Laches को Define किया है। उक्त न्याय दृष्टांत के आलोक में Non Vigilant व्यक्ति को, Vigilant व्यक्ति के अनुसार रिलिफ प्रदान नहीं किया जा सकता।

17. इसके अलावा यह भी है कि यदि द्वितीय पक्ष उक्त याचिका का पक्षकार था तथा उसके द्वारा उक्त याचिका के निर्देशों का पालन नहीं किया जा रहा था तो बजाय नया मामला प्रस्तुत करने के, प्रथम पक्ष को चाहिए था कि वह माननीय न्यायालय के आदेश की अवहेलना करने हेतु अवमानना याचिका प्रस्तुत करता। परन्तु प्रथम पक्ष द्वारा इस संबंध में कोई कार्यवाही किया जाना दर्शित नहीं होता है।

18. प्रथम पक्ष द्वारा अपने आवेदन का मुख्य आधार यह भी रखा है कि प्रस्तुत प्रकरण के कर्मकार की आय 6,500/- रूपये से अधिक थी तथा उन पर पेमेन्ट आफ वेजेस एक्ट 1936 के प्रावधान लागू नहीं होते हैं, उसके उपरान्त भी द्वितीय पक्ष के द्वारा उक्त अधिनियम के प्रावधानों का लाभ उठाते हुए मजदूरों की वेतन से कटौती की गई है। प्रथम पक्ष ने अपने आवेदन की कंडिका-12 में यह अभिवचन किया है कि माननीय छ.ग. उच्च न्यायालय द्वारा याचिका क्रमांक 3015/91 में 1,600/- रूपये से अधिक मासिक वेतन वाले कर्मकारों पर मजदूरी संदाय अधिनियम के प्रावधान लागू नहीं होते हैं तथा

वर्ष 2009 में प्रकरण के कर्मकारगण 6,500/- रूपये से अधिक वेतन प्राप्त करते थे । अतः उन पर मजदूरी संदाय अधिनियम के प्रावधान लागू नहीं होंगे । यद्यपि प्रथम पक्ष ने मजदूरों की आय 6,500/- रूपये से अधिक होने का साक्ष्य प्रस्तुत नहीं किया है । फिर भी यदि यह माना जावे कि प्रस्तुत प्रकरण के समस्त 97 कर्मकार की आय वर्ष 2009 में 6,500/- रूपये से अधिक थी तथा उन पर अधिनियम के प्रावधान लागू नहीं होने पर भी द्वितीय पक्ष द्वारा उक्त अधिनियम के तहत कटौती की गई है, तो भी प्रथम पक्ष को चाहिए था कि वह उचित प्रावधानों के तहत उचित फोरम में मामला प्रस्तुत करता, परन्तु प्रथम पक्ष द्वारा औद्योगिक विवाद अधिनियम के तहत मामला प्रस्तुत किया गया है ।

19. प्रथम पक्ष ने बिना प्राधिकार के समस्त 97 कर्मचारी की ओर से मामला प्रस्तुत किया है । प्रथम पक्ष द्वारा चाहा गया अनुतोष औद्योगिक विवाद अधिनियम 1947 के अंतर्गत नहीं आता है । स्वयं प्रथम पक्ष के अनुसार कर्मकारों का वेतन मजदूरी संदाय अधिनियम 1936 में उल्लेखित वेतन से अधिक होने के कारण वे उक्त अधिनियम से शासित नहीं होते हैं । ऐसी दशा में प्रथम पक्ष का प्रकरण न तो औद्योगिक विवाद अधिनियम और न ही मजदूरी संदाय अधिनियम के तहत प्रचलनीय है । प्रथम पक्ष द्वारा वाद कारण उत्पन्न होने के लगभग 6 वर्ष पश्चात मामला प्रस्तुत किया गया है तथा विलम्ब का कोई कारण उल्लेखित नहीं किया गया है । ऐसी दशा में प्रथम पक्ष को चाहा गया अनुतोष प्रदान नहीं किया जा सकता । अतः वाद प्रश्न क्रमांक-1 एवं 2 का निष्कर्ष अप्रमाणित पाया जाता है ।

20. वाद प्रश्न क्रमांक-1 एवं 2 का निष्कर्ष अप्रमाणित पाया गया है । अतः प्रथम पक्ष की ओर से प्रस्तुत स्टेटमेंट आफ क्लेम अप्रमाणित पाये जाने से खारिज किया जाता है तथा प्रकरण में निम्नानुसार अधिनिर्णय पारित किया जाता है:-

1. प्रथम पक्ष की ओर से प्रस्तुत स्टेटमेंट आफ क्लेम अप्रमाणित पाये जाने से निरस्त किया जाता है ।
2. उभय पक्ष वाद व्यय स्वयं अपना अपना वहन करेंगे ।

शहाबुद्दीन कुरैशी, न्यायाधीश

नई दिल्ली, 18 अप्रैल, 2023

का. आ. 611.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारतीय खाद्य निगम के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण -सह -श्रम न्यायालय, लखनऊ के पंचाट (संदर्भ सं. 37/2020) को प्रकाशित करती है, जो केन्द्रीय सरकार को 18/04/2023 को प्राप्त हुआ था ।

[सं. एल. 22013/01/2023-आई. आर. (सी.एम -II)]

मणिकंदन.एन, उप निदेशक

New Delhi, the 18th April, 2023

S.O. 611.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 37/2020) of the Central Government Industrial Tribunal-cum-Labour Court, Lucknow as shown in the Annexure, in the industrial dispute between the Management of Food Corporation of India and their workmen, received by the Central Government on 18/04/2023.

[No. L-22013/01/2023 – IR (CM-II)]

MANIKANDAN. N, Dy. Director

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL –CUM- LABOUR COURT, LUCKNOW

PRESENT

JUSTICE ANIL KUMAR

PRESIDING OFFICER

I.D. No. 37/2020

Ref. No. D-818/AB/2020/10/IRDDN dated 09.09.2020

BETWEEN

1. Shri Pyare Lal S/o Shri Bhudhar

Village – Kari Baderi, Post-Vriampur

Thsil – Mitauli, PS – Maigalganj
Distt – Lakhimpur – Kheri (UP)

2. Sh. Rajender Saxena (Representative) M/s Keshav Singh and Ors. T.P.No. 315, Katia Tolla, Shahjanpur (UP).

AND

1. The General Manager (Principal Employer) Food Corporation of India, Regional office, T.C.3, V-Vibhuti Khand, Gomti Nagar, Lucknow(UP).
2. The Regional Manager (Appointing Authority), Food Corporation of India (FCI), Distt. Office, Shahjanpur (UP).

AWARD

By order No. D-818/AB/2020/10/IRDDN dated 09.09.2020 the present industrial dispute has been referred for adjudication to this Tribunal in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 the Industrial Disputes Act, 1947 (14 of 1947) by the Central Government, with following schedule:

“Whether the termination of the service of Shri Pyare Lal S/o Shri Bhudhar, who was engaged in Roja Depot of FCI, Shahjanpur, (UP) by M/s Keshav Singh, Contractor of FCI, the period 08.07.2008 to 23.04.2010 is proper and justified.

If not, to what relief, the workman is entitled to?”

Accordingly, an industrial dispute No. 37/2020 has been registered on 20.10.2020.

From the perusal of record, the position which emerge out is that the till date the claimant/workman has not filed any statement of claim.

Moreover, as a matter of fact and record, workman, Pyare Lal or his authorized representative has not turned up before this Tribunal nor has filed any statement of claim, till date.

Findings & Conclusion:

Taking into consideration the fact that till date no statement of claim has been filed by the claimant in order to establish his claim as per the reference dated 09.09.2020.

So in view of the said facts, as well as the law laid by the Hon'ble High Court in the case of *V. K. Raj Industries v. Labour Court (I) and others 1981 (29) FLR 194* as under:

“It is well settled that if a party challenges the legality of an order, the burden lies upon him to prove illegality of the order and if no evidence is produced the party invoking jurisdiction of the Court must fail. Whenever a workman raises a dispute challenging the validity of the termination of service it is imperative for him to file written statement before the Industrial Court setting out grounds on which the order is challenged and he must also produce evidence to prove his case. If the workman fails to appear or to file written statement or produce evidence, the dispute referred by the State Government cannot be answered in favour of the workman and he would not be entitled to any relief.”

In the case of *M/s Uptron Powertronics Employees' Union, Ghaziabad through its Secretary v. Presiding Officer, Labour Court (II), Ghaziabad and others 2008 (118) FLR 1164* Hon'ble Allahabad High Court has held as under:

*“The law has been settled by the Apex Court in case of *Shanker Chakravarti v. Britannia Biscuit Co. Ltd., V.K. Raj Industries v. Labour Court and Ors., Airtech Private Limited v. State of U.P. and Ors. 1984 (49) FLR 38 and Meritech India Ltd. v. State of U.P. and Ors. 1996 FLR* that in the absence of any evidence led by or on behalf of the workman the reference is bound to be answered by the court against the workman. In such a situation it is not necessary for the employers to lead any evidence at all. The obligation to lead evidence to establish an allegation made by a party is on the party making the allegation. The test would be, who would fail if no evidence is led.”*

And by the Hon'ble Allahabad High Court in the case of *District Administrative Committee, U.P. P.A.C.C.S.C. Services v. Secretary-cum-G.M. District Co-operative Bank Ltd. 2010 (126) FLR 519*; wherein it has been held as under:

“The submission is that even if the petitioner failed to lead the evidence, burden was on the shoulders of the respondent to prove the termination order as illegal. He was required to lead evidence first which he failed. A perusal of the impugned award also does not show that any evidence either oral or documentary was led by the respondent. In the case of no evidence, the reference has to be dismissed.”

As the workman has not filed any statement of claim/oral/documentary evidence, so the present case is liable to be dismissed.

For the foregoing reasons, the case is dismissed and; and the workman is not entitled for any relief.

Award as above.

Justice ANIL KUMAR, Presiding Officer

नई दिल्ली, 18 अप्रैल, 2023

का. आ. 612.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारतीय खाद्य निगम के प्रबंधतंत्र के संबद्ध नियोजको और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण - सह - श्रम न्यायालय, लखनऊ के पंचाट (संदर्भ संख्या 74/2020) को प्रकाशित करती है, जो केन्द्रीय सरकार को 18.04.2023 को प्राप्त हुआ था।

[सं. एल. 22013/01/2023-आई. आर. (सी.एम -II)]

मणिकंदन.एन, उप निदेशक

New Delhi, the 18th April, 2023

S.O. 612.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 74/2020) of the Central Government Industrial Tribunal-cum-Labour Court, Lucknow as shown in the Annexure, in the industrial dispute between the Management of Food Corporation of India and their workmen, received by the Central Government on 18/04/2023.

[No. L-22013/01/2023 – IR (CM-II)]

MANIKANDAN. N, Dy. Director

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL –CUM- LABOUR COURT, LUCKNOW PRESENT

JUSTICE ANIL KUMAR

PRESIDING OFFICER

I.D. No. 74/2020

Ref. No. D-836/AB/2020/28/IRDDN dated 09.09.2020

BETWEEN

1. Shri Madan Mohan S/o Shri Khem karan
Village – Mahmoodpur gwar, Post – Samdhana
PS & Tehsil – Tilhar, Distt – Shahjanpur
2. Sh. Rajender Saxena (Representative) M/s Keshav Singh and Ors. T.P. No. 315, Katia Tolla, Shahjanpur (UP).

AND

1. The General Manager (Principal Employer) Food Corporation of India, Regional office, T.C.3, V-Vibhuti Khand, Gomti Nagar, Lucknow(UP).
2. The Regional Manager (Appointing Authority), Food Corporation of India (FCI), Distt. Office, Shahjanpur (UP).

AWARD

By order No. D-836/AB/2020/28/IRDDN dated 09.09.2020 the present industrial dispute has been referred for adjudication to this Tribunal in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 the Industrial Disputes Act, 1947 (14 of 1947) by the Central Government, with following schedule:

“Whether the termination of the service of Shri Madan Mohan S/o Shri Khem karan, who was engaged in Roja Depot of FCI, Shahjanpur, (UP) by M/s Keshav Singh, Contractor of FCI, the period 08.08.2008 to 23.04.2010 is proper and justified.

If not, to what relief, the workman is entitled to?”

Accordingly, an industrial dispute No. 74/2020 has been registered on 29.10.2020.

From the perusal of record, the position which emerge out is that the till date the claimant/workman has not filed any statement of claim.

Moreover, as a matter of fact and record, workman, Madan Mohan or his authorized representative has not turned up before this Tribunal nor has filed any statement of claim, till date.

Findings & Conclusion:

Taking into consideration the fact that till date no statement of claim has been filed by the claimant in order to establish his claim as per the reference dated 09.09.2020.

So in view of the said facts, as well as the law laid by the Hon'ble High Court in the case of *V. K. Raj Industries v. Labour Court (I) and others 1981 (29) FLR 194* as under:

"It is well settled that if a party challenges the legality of an order, the burden lies upon him to prove illegality of the order and if no evidence is produced the party invoking jurisdiction of the Court must fail. Whenever a workman raises a dispute challenging the validity of the termination of service if is imperative for him to file written statement before the Industrial Court setting out grounds on which the order is challenged and he must also produce evidence to prove his case. If the workman fails to appear or to file written statement or produce evidence, the dispute referred by the State Government cannot be answered in favour of the workman and he would not be entitled to any relief."

In the case of *M/s Uptron Powertronics Employees' Union, Ghaziabad through its Secretary v. Presiding Officer, Labour Court (II), Ghaziabad and others 2008 (118) FLR 1164* Hon'ble Allahabad High Court has held as under:

*"The law has been settled by the Apex Court in case of *Shanker Chakravarti v. Britannia Biscuit Co. Ltd.*, *V.K. Raj Industries v. Labour Court and Ors.*, *Airtech Private Limited v. State of U.P. and Ors.* 1984 (49) FLR 38 and *Meritech India Ltd. v. State of U.P. and Ors.* 1996 FLR that in the absence of any evidence led by or on behalf of the workman the reference is bound to be answered by the court against the workman. In such a situation it is not necessary for the employers to lead any evidence at all. The obligation to lead evidence to establish an allegation made by a party is on the party making the allegation. The test would be, who would fail if no evidence is led."*

And by the Hon'ble Allahabad High Court in the case of *District Administrative Committee, U.P. P.A.C.C.S.C. Services v. Secretary-cum-G.M. District Co-operative Bank Ltd.* 2010 (126) FLR 519; wherein it has been held as under:

"The submission is that even if the petitioner failed to lead the evidence, burden was on the shoulders of the respondent to prove the termination order as illegal. He was required to lead evidence first which he failed. A perusal of the impugned award also does not show that any evidence either oral or documentary was led by the respondent. In the case of no evidence, the reference has to be dismissed."

As the workman has not filed any statement of claim/oral/documentary evidence, so the present case is liable to be dismissed.

For the foregoing reasons, the case is dismissed and; and the workman is not entitled for any relief.

Award as above.

Justice ANIL KUMAR, Presiding Officer

नई दिल्ली, 18 अप्रैल, 2023

का. आ. 613.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ई.सी.एल. के प्रबंधतंत्र के संबद्ध नियोजको और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण – सह – श्रम न्यायालय, आसनसोल के पंचाट (संदर्भ सं. 03/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 18.04.2023 को प्राप्त हुआ था।

[सं. एल. 22012/471/2004-आई. आर. (सी.एम-II)]

मणिकंदन. एन, उप निदेशक

New Delhi, the 18th April, 2023

S.O. 613.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 03/2006) of the Central Government Industrial Tribunal-cum-

Labour Court, Asansol as shown in the Annexure, in the industrial dispute between the Management of E.C.L. and their workmen, received by the Central Government on 18/04/2023.

[No. L-22012/471/2004 – IR (CM-II)]

MANIKANDAN. N, Dy. Director

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, ASANSOL

Present : Shri Ananda Kumar Mukherjee,
Presiding Officer
CGIT-cum-LC, Asansol

REFERENCE NO. 03 OF 2006

PARTIES : Yadav Majhi
v/s
Management of Bankola Colliery of M/s. ECL

REPRESENTATIVES :

For the Management of ECL: Mr. P. K. Goswami, Learned Advocate
For the union (Workman): Mr. S. K. Pandey, General Secretary, Koyala Mazdoor Congress

INDUSTRY: COAL

STATE : WEST BENGAL

Dated : 10.01.2023

AWARD

In exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Dispute Act, 1947, the Central Government through the Ministry of Labour vide its order No. L-22012/471/2004-IR(CM-II) dated 14/02/2006 has been pleased to refer the following dispute between the employers, i.e. the Management of ECL at Bankola Colliery and their workman for adjudication by this Tribunal.

SCHEDULE

"Whether the action of the management of Bankola Colliery under Bankola Area of M/s. Eastern Coalfields Limited in dismissing Sh. Yadav Majhi, Security Guard from services is legal and justified? If not, to what relief the workman is entitled?"

1. Having received order No. L-22012/471/2004-IR(CM-II) dated 14/02/2016, the aforesaid Reference case was registered on 24/02/2006 as Reference Case No. 03 of 2006. Notices were issued to the parties under registered post directing them to appear and file their written statements along with documents and list of witnesses they would like to examine.

2. Written Statement was filed by the union on behalf of the workman contending inter alia that the workman fell sick w.e.f. 23/06/1997 and he underwent medical treatment in the company hospital till 14/09/1997. The workman reported for his duty but was informed that charge sheet was issued against him alleging unauthorized absence from 23/06/1997 to 06/08/1997. It is further stated that the workman submitted documents related to medical treatment before the Enquiry Officer and participated in proceeding but no opportunity was given to him to defend the case. It is alleged that Enquiry Officer and the Presenting Officer were highly biased and findings of Enquiry Officer are not based on records. On 07/11/1997 another charge sheet was issued alleging that he submitted false treatment paper about his illness. The workman replied to the charges but the Management initiated a domestic enquiry against him with mala fide intention.

3. According to the representative of the workman the Personnel Manager of colliery himself conducted the Enquiry without appointing any appropriate authority. Enquiry was held on 24/11/1997 and report was submitted on the same day. It is contended that the Principal of Natural Justice was not followed and the workman was dismissed from service without giving reasonable opportunity to prove his innocence. The workman claimed that Enquiry Report would disclose that no independent witness has been examined to prove the charge and dismissal of Yadav Majhi is illegal and unjustified.

4. A written statement has been submitted by the Management where it is admitted that the workman participated in the enquiry and produced treatment paper collected from the Central Hospital, Kalla. After verification

from the office of the Central Hospital, Kalla, it appears that all documents were forged and fake and no reliance could place on them as treatment papers. Due to such act on the part of the workman a subsequent charge sheet bearing No. BK/PD/15(10)/64 dated 07.11.1997 was initiated and the Enquiry Officer found the workman guilty of charges leveled against him. It is ascertained that there is no ground to show any leniency to Yadav Majhi and his dismissal was proposed by the Management. The Management contended that the workman attended duty for 182 days in the year 1994, 161 days in the year 1995 and 174 days in the year 1996. The Management urged that the concerned workman is not entitled to any relief as prayed for.

5. The case is fixed up today for appearance and showing cause by Yadav Majhi. Notice was issued to Yadav Majhi on 20/09/2022 directing him to be represented before this Tribunal on 11/11/2022. Mr. P. K. Goswami, learned advocate for the Management of Bankola Colliery is present but no one appeared on behalf of the dismissed workman, Yadav Majhi. This is a long pending case. Since the workman has not appeared and no accommodation has been sought for by any representative, it cannot be assumed with certainty that the concerned workman is still alive to contest the reference case. In his cross-examination the witness stated that he did not submit medical papers in support of his absence. Undisputedly, the workman was absent and he also participated in Enquiry proceeding. Due to non-appearance of the dismissed workman after service of Notice, I am constraint to dispose of this Reference case against the workman in the form of a No Dispute Award.

Hence,

ORDER

The reference case is disposed of in the form of a No Dispute Award. Let copies of Award in duplicate be sent to the Ministry for information.

ANANDA KUMAR MUKHERJEE, Presiding Officer

नई दिल्ली, 18 अप्रैल, 2023

का. आ. 614.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारतीय खाद्य निगम के प्रबंधतंत्र के संबद्ध नियोजको और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण – सह – श्रम न्यायालय नं0 1, नई दिल्ली के पंचाट (संदर्भ संख्या 161/2019) को प्रकाशित करती है, जो केन्द्रीय सरकार को 18.04.2022 को प्राप्त हुआ था।

[सं. एल-22011/40/2019-आई. आर. (सी एम-II)]

मणिकंदन.एन, उप निदेशक

New Delhi, the 18th April, 2023

S.O. 614.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 161/2019) of the Central Government Industrial Tribunal-cum-Labour Court No. 1, New Delhi as shown in the Annexure, in the industrial dispute between the Management of Food Corporation of India and their workmen, received by the Central Government on 18/04/2023.

[No. L-22011/40/2019 – IR (CM-II)]

MANIKANDAN. N, Dy. Director

ANNEXURE

**THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL
CUM LABOUR COURT DELHI - 1
ROOM NO.207, ROUSE AVENUE COURT COMPLEX,
NEW DELHI.**

Present :

Justice Vikas Kunvar Srivastava (Retd.)

(Presiding officer)

CGIT, Delhi-1

ID No. 161/2019

The General Secretary,
Food Corporation of India Handling Workers Union,
88654, Arakshan Road, Pahar Ganj
Delhi-110055.

Claimant...

Versus

1. The Area Manager,
FCI, District Officer-Lucknow
7 R-Dalibagh, Lucknow-22600.
2. The General Manager (Region),
FCI, Regional Officer (UP)
TC/3V, Vibhuti Khand, Gomti Nagar
Lucknow-226010.
3. The General Manager (I.R.L.)
Through The Executive Director (N)
FCI, Zonal Office (N), 2A-2B, Sec-24,
Noida (UP)-201307.

Management...

None for the claimant

Shri Shikhar Srivastava, AR for the management

AWARD

In the present case, a reference was received from the appropriate Government vide letter No. 22011/40/2019-IR(CM-II) dated 10.07.2019 under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Act, for adjudication of a dispute, terms of which are as under:

SCHEDULE

“1. Whether the action of the management of Food Corporation of India to forcefully change, his category from Ancillary Labour to loader is violation of provisions of section 9 (a) of Industrial dispute Act, 1947 is deemed to be victimization or not ?

2. Whether the action of the management to take the work of loader by the worker instead of Ancillary Labour for which the original recruitment was made is violation of section 25 (T) of industrial dispute Act, 1947 is deemed to be unfair labour practice or not ? If so, to what relief the concerned workman is entitled to ”

2. In the reference order, the appropriate Government commanded the parties raising the dispute to file statement of claim, complete with relevant documents, list of reliance and witnesses with this Tribunal within 15 days of receipt of the reference order and to forward a copy of such statement of claim to the opposite parties involved in the dispute. Despite directions so given, Claimant union opted not to file the claim statement with the Tribunal.

3. On receipt of the above reference, notice was sent to the workman as well as the managements. Neither the postal article sent to the claimant, referred above, was received back nor was it observed by the Tribunal that postal services remained unserved in the period, referred above. Therefore, every presumption lies in favour of the fact that the above notice was served upon the claimant. Despite service of the notice, claimant opted to abstain away from the proceedings. No claim statement was filed on his behalf. Thus, it is clear that the workman is not interested in adjudication of the reference on merits.

4. Since the workman has neither put in his appearance nor he led any evidence so as to prove his cause against the management, this Tribunal is left with no choice, except to pass a ‘No Dispute/Claim’ award. Let this award be sent to the appropriate Government, as required under Section 17 of the Industrial Disputes Act, 1947, for publication.

Justice VIKAS KUNVAR SRIVASTAVA (Retd.) Presiding Officer

Date: 20.01.2023

नई दिल्ली, 18 अप्रैल, 2023

का. आ. 615.— औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मेसर्स सिद्धार्थ ग्रीन मार्बल, उदयपुर के प्रबंधतंत्र के संबद्ध नियोजकों और श्री प्रकाश मीणा पुत्र श्री कमजी मीणा, उदयपुर के बीच अनुबंध में निर्दिष्ट औद्योगिक अधिकरण एवं श्रम न्यायालय, उदयपुर के, पंचाट(रिफरेन्स न.-62/2015) को जैसा

कि अनुलग्नक में दिखाया गया है, को प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 18.04.2023 को प्राप्त हुआ था।

[सं. जेड-16025/04/2023-IR(M)-36]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 18th April, 2023

S.O. 615.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 62/2015) of the Industrial Tribunal cum Labour Court, Udaipur as shown in the Annexure, in the Industrial dispute between the employers in relation to M/s Siddhart Green Marble, Udaipur and Shri Prakash Meena S/o Shri Kamji Meena, Udaipur which was received along with soft copy of the award by the Central Government on 18.04.2023.

[No. Z-16025/04/2023-IR(M)-36]

D. K. HIMANSHU, Under Secy.

अनुबंध

औद्योगिक विवाद अधिकरण एवं श्रम न्यायालय, उदयपुर (राजस्थान)

पीठासीन अधिकारी — शिव कुमार शर्मा (जिला न्यायाधीश संवर्ग)

प्रकाश मीणा पुत्र श्री कमजी मीणा जाति मीणा, उम्र वयस्क, वारसा ओपरेटर, मैसर्स सिद्धार्थ ग्रीन मार्बल, मसारों की ओबरी, निवासी गांव कागदर, फला माण्डवा, तहसील ऋषभदेव, जिला उदयपुर (राज.)

— प्रार्थी

विरुद्ध

मैसर्स सिद्धार्थ ग्रीन मार्बल, मसारों की ओबरी, तहसील ऋषभदेव, जिला उदयपुर (राज.)

— विपक्षी

उपस्थित :—

प्रार्थी की ओर से :— श्री रमेश नन्दवाना, अधिवक्ता

विपक्षी की ओर से :— कोई उपस्थित नहीं—कार्यवाही एक पक्षीय

:: पंचाट ::

दिनांक 20.12.2022

प्रार्थी प्रकाश मीणा द्वारा अपनी सेवा मुक्ति बाबत् सर्वप्रथम शिकायत प्रार्थना पत्र क्षेत्रीय श्रम आयुक्त (केन्द्रीय) अजमेर के यहां दिनांक 23.07.2014 को प्रस्तुत किया था, जिन्होंने अपने पत्र क्रमांक ऐजे-5(97) 2014-आरएलसी दिनांक 15 सितम्बर, 2014 द्वारा असफल वार्ता प्रतिवेदन The Secretary (Desk Officer) New Delhi को प्रेषित कर दिया, लेकिन काफी समय व्यतीत हो जाने के बावजूद भी भारत सरकार के श्रम विभाग नई दिल्ली से रेफरेन्स प्राप्त होने पर प्रार्थी द्वारा यह क्लेम पेश किया है। जिस पर न्यायालय द्वारा प्रकरण दर्ज रजिस्टर किया गया एवं विपक्षी को नोटिस जारी किये गये।

प्रार्थी की ओर से प्रस्तुत क्लेम के तथ्य संक्षेप में इस प्रकार है कि प्रार्थी विपक्षी की खदान में दिनांक 10.07.2007 से कार्यरत है। प्रार्थी एवं विपक्षी की खदान में काम करने वाले अन्य श्रमिकों एवं ऋषभदेव क्षेत्र में काम करने वाले श्रमिकों को न्यूनतम मजदूरी, साप्ताहिक अवकाश, ओवर टाईम, ग्रेच्युटी एवं पी.एफ.जैसी न्यूनतम सुविधायें प्राप्त नहीं हो रही थीं, जिसके लिए क्षेत्र के खान मालिकों का ध्यान आकर्षित करने की नियत से केसरियाजी क्षेत्र के सभी मजदूर दिनांक 23.01.2014 से मई 2014 तक हड्डताल पर थे।

मई 2014 को खान मालिकों एवं श्रमिकों की यूनियन के मध्य क्षेत्रीय श्रम आयुक्त (केन्द्रीय) अजमेर की अध्यक्षता में अन्तरिम समझौता सम्पन्न हुआ जिसके आधार पर ऋषभदेव क्षेत्र के सभी श्रमिकों ने दिनांक 07.05.2014 से वापस काम पर जाने का निश्चय किया। दिनांक 07.05.2014 को प्रार्थी जब काम करने के लिए खदान

पर गया तो उसे तथा अन्य श्रमिकों को काम पर लेने से इन्कार कर दिया गया और कहा गया कि तुम लोग यूनियनबाजी करते हो, तुम्हें खान पर नहीं रखेंगे। प्रार्थी ने खान मालिक व मैनेजर को काफी समझाया कि उसकी लम्बी अवधि की सेवा हैं तथा उसने पूरी लगन एवं निष्ठा से खान में सेवाएं दी है। क्षेत्र के सभी श्रमिकों की हड्डताल थी इसलिए वह भी उसमें शामिल रहा। इसके अलावा उसके खिलाफ पूर्व में किसी तरह का कोई आरोप नहीं रहा है तो भी विपक्षी ने उसको काम पर लेने से इन्कार कर दिया व कहा कि यूनियन बनाने वालों को वे किसी भी हाल में मजदूरी नहीं देंगे।

प्रार्थी को सेवा से पृथक किया गया उस समय उसे 250/- रुपये प्रतिदिन के हिसाब से वेतन दिया जाता था जबकि वह अर्द्धकुशल श्रमिक था जिसकी न्यूनतम मजदूरी 350/- रुपये होती थी।

प्रार्थी को सेवा से पृथक किये जाने का कोई कारण नहीं बताया गया तथा उसे अपना पक्ष रखने का अवसर दिये बिना ही सेवा से पृथक कर दिया गया जो प्राकृतिक न्याय के सिद्धान्त से विपरीत है।

विधिनुसार प्रार्थी को सेवा से पृथक करने से पूर्व एक माह का नोटिस या नोटिस के बदले एक माह का वेतन दिया जाना आवश्यक था, मगर उसे बिना नोटिस या नोटिस-पेय दिये बिना ही सेवा से पृथक कर दिया गया जो पूर्णतया विधि विपरीत है।

प्रार्थी को जिस समय सेवा से पृथक किया गया तब तक उसने 9 वर्ष की सेवा अवधि पूरी कर ली थी। इस प्रकार की सेवा अवधि पूरी करने वाले कर्मचारी को सेवा से पृथक किये जाने से पूर्व सेवामुक्ति का मुआवजा दिलाया जाना आवश्यक था, मगर उसे न तो सेवा मुक्ति का मुआवजा दिया गया और न ही किसी तरह की ग्रेच्युटी आदि का कोई लाभ दिया गया।

सेवा मुक्ति से पूर्व यह आवश्यक था कि उसे सेवामुक्ति का नोटिस देने के साथ साथ सरकार को भी इसकी सूचना विपक्षी देता, मगर उसे सेवामुक्ति किये जाने की कोई सूचना विपक्षी द्वारा सरकार को भी नहीं दी गई।

प्रार्थी ने सन् 2007 से लेकर 2014 तक प्रत्येक कलेण्डर वर्ष में 180 दिन से ज्यादा की सेवायें दी है। इसके बावजूद भी प्रार्थी को बिना कानूनी प्रक्रिया अपनाये सेवा से पृथक कर दिया है जो पूर्णतया विधि विरुद्ध है।

प्रार्थी को सेवा से पृथक कर दिया गया है, जबकि प्रार्थी के बाद सेवा में आने वाले कामगार अभी भी विपक्षी की खदान में कार्यरत है। विपक्षी की खदान में कार्य नियमित रूप से जारी है तथा प्रार्थी के स्थान पर विपक्षी ने दूसरे व्यक्ति को मजदूरी पर रख लिया है।

प्रार्थी से बन्धुआ मजदूर की तरह काम लिया जाता था, उसे न तो न्यूनतम मजदूरी दी जाती थी, न साप्ताहिक अवकाश दिये जाते उसे 8 घण्टे के बजाय 12 घण्टे तक काम करना पड़ता था, मगर 8 से अधिक 12 घंटों तक के समय के काम का भुगतान नहीं दिया जाता था। उसे पारिवारिक पेन्शन जैसी सुविधाएं अनिवार्य होने के बावजूद भी प्रार्थी व अन्य श्रमिकों को इन सुविधाओं से वंचित रखा हुआ था।

इस प्रकार पूर्णतया अमानवीय एवं मध्ययुगीन तरीके से प्रार्थी से काम लिया जाता था। इसी कारण से श्रमिकों ने हड्डताल की थी जिसमें प्रार्थी का शामिल होना विधि विपरीत नहीं था, इसके बावजूद भी उसे हड्डताल में शामिल होने के आधार पर सेवा से पृथक कर दिया गया है।

प्रार्थी को उसकी लम्बी अवधि की सेवाएं होने के बावजूद भी उसे सेवा से पृथक कर दिया है। ऐसी स्थिति में उसके सामने जीवनयापन का गम्भीर संकट उत्पन्न हो गया है तथा वर्तमान में उसके पास आजीविका का कोई सहारा नहीं रहा है।

अन्त में निवेदन किया गया कि विपक्षी द्वारा प्रार्थी की दिनांक 07.05.2014 को की गई सेवा मुक्ति को अवैध एवं विधि विपरीत घोषित किया करावें तथा प्रार्थी को विपक्षी के नियोजन में निरन्तरता वेतन वरियता एवं अन्य लाभों के साथ पुनः रखवाये जाने का पंचाट पारित फरमावें।

विपक्षी की और से कोई उपस्थित नहीं हुआ उसकी ओर से कोई जबाब या साक्ष्य पेश नहीं हुई अतः विपक्षी के विरुद्ध दिनांक 03.03.2016 को एक पक्षीय कार्यवाही अमल में लाई गई।

प्रार्थी पक्ष की और से प्रकाश मीणा का शपथ पत्र पेश हुआ।

प्रार्थी अभिभाषक की एक पक्षीय बहस सुनी गई। पत्रावली का अवलोकन किया गया।

“अब यह देखा जाना है कि विपक्षी मेसर्स सिद्धार्थ ग्रीन मार्बल, मसारों की ओबरी, तहसील ऋषभदेव, जिला उदयपुर द्वारा प्रार्थी प्रकाश मीणा पुत्र श्री कमजी मीणा जाति मीणा, उम्र वयस्क, वारसो ओपरेटर, मैसर्स सिद्धार्थ ग्रीन मार्बल, मसारों की ओबरी, निवासी गांव कागदर, फला माण्डवा, तहसील ऋषभदेव, जिला उदयपुर को दिनांक 07.05.2014 को गलत व मिथ्या आरोप लगा कर सेवा से पृथक किया जाना उचित एवं वैध है ? यदि नहीं, तो प्रार्थी क्या राहत पाने का अधिकारी है ?

प्रार्थी अधिवक्ता का तर्क है कि प्रार्थी ने विपक्षी के यहां अपनी नियुक्ति दिनांक से सेवा पृथक दिनांक तक निरन्तर कार्य किया। प्रार्थी ने अपने सेवाकाल सन् 2007 से लेकर 2014 तक प्रत्येक कलेण्डर वर्ष में 180 दिन से ज्यादा की सेवाएं दी है, लेकिन विपक्षी संस्थान द्वारा गलत व मिथ्या आरोप लगा कर सेवा पृथक कर दिया व सेवा से पृथक करने से पूर्व एक माह का नोटिस या नोटिस के बदले एक माह का वेतन नहीं दिया गया। अतः विपक्षी द्वारा प्रार्थी की दिनांक 07.05.2014 से की गई सेवा मुक्ति को अवैध एवं विधिविपरीत घोषित करावे तथा प्रार्थी को विपक्षी के नियोजन में निरन्तरत, वेतन वरियता एवं अन्य लाभों के साथ पुनः रखवाये जाने का पंचाट पारित फरमावे।

प्रार्थी ने अपने शपथ पत्र में क्लेम प्रार्थना पत्र के तथ्यों को शपथ पूर्वक दोहराया है। विपक्षी के विरुद्ध कार्यवाही एक तरफा होने से प्रार्थी के उक्त शपथ पत्र के खण्डन में कोई साक्ष्य पेश नहीं हुई है।

प्रार्थी की और से प्रस्तुत प्रार्थनापत्र एवं शपथपत्र के अवलोकन से यह स्पष्ट होता है कि प्रार्थी निरन्तर सेवा में रहा है। प्रार्थी को विपक्षी ने सेवापृथक करने के पूर्व कोई आरोप पत्र या चेतावनी पत्र नहीं दिया न ही उसे सुनवाई का कोई अवसर दिया तथा न ही कोई जांच कार्यवाही की गई। प्रार्थी को सेवापृथक करने के पूर्व कोई मुआवजा राशि अदा नहीं की। प्रार्थी को इस प्रकार दिनांक 07.05.2014 को अनुचित एवं अवैध रूप से सेवापृथक किये जाने पर उसने केन्द्रीय श्रम आयुक्त (केन्द्रीय) अजमेर के समक्ष दिनांक 23.07.2014 को शिकायत प्रस्तुत की, जिस पर विपक्षी को नोटिस प्रेषित किया गया परन्तु वह उपरिथित नहीं हुआ और न ही कोई जवाब ही पेश किया।

प्रार्थी द्वारा प्रस्तुत उक्त मौखिक व दस्तावेजी साक्ष्य का विपक्षी की ओर से कोई खण्डन नहीं हुआ है, इसलिये प्रार्थी की उक्त साक्ष्य को न मानने का कोई आधार नहीं है। सेवा से पृथक किये जाने से पूर्व प्रार्थी को कोई नोटिस या क्षतिपूर्ति राशि का भुगतान किया गया हो, ऐसी भी कोई साक्ष्य विपक्षी की ओर से नहीं आई है। उक्त आधार पर प्रार्थी को सेवा पृथक किया जाना अनुचित एवं अवैध है।

अब यह देखना है कि प्रार्थी इस अवैध सेवा मुक्ति के कारण क्या राहत पाने का अधिकारी है ?

प्रार्थी अधिवक्ता की ओर से इस सम्बन्ध में यह तर्क रहा है कि प्रार्थी को विपक्षी के नियोजन में निरन्तरत, वेतन वरियता एवं अन्य लाभों के साथ पुनः रखवाये जाने का पंचाट पारित फरमावे।

इस प्रकरण में न्यायालय इस मत का है कि प्रार्थी सेवा पृथक किये जाने की दिनांक 07.05.2014 से पुनः सेवा में लिये जाने की तिथि तक पिछले वेतन के रूप में 50 प्रतिशत राशि प्राप्त करने का अधिकारी है साथ ही विपक्षी प्रार्थी को सेवा की निरन्तरता के साथ पुनः सेवा में लेवे तथा यदि वह सेवा में होता तो क्या लाभ प्राप्त करता वे सभी लाभ भी प्राप्त करने का अधिकारी हैं।

उक्त विवेचन के आधार पर एक पक्षीय पंचाट इस प्रकार पारित किया जाता है कि –

प्रार्थी प्रकाश मीणा पुत्र श्री कमजी मीणा जाति मीणा, उम्र वयस्क, वारसो ओपरेटर, मैसर्स सिद्धार्थ ग्रीन मार्बल, मसारों की ओबरी, निवासी गांव कागदर, फला माण्डवा, तहसील ऋषभदेव, जिला उदयपुर (राज.) को विपक्षी संस्थान मैसर्स सिद्धार्थ ग्रीन मार्बल, मसारों की ओबरी, तहसील ऋषभदेव, जिला उदयपुर (राज.) द्वारा दिनांक 07.05.2014 को सेवा पृथक किया जाना उचित एवं वैध नहीं है।

इसलिये इस अवैध सेवा मुक्ति के कारण विपक्षी संस्थान प्रार्थी को सेवा की निरन्तरता के साथ तीन माह की अवधि में पुनः सेवा में लेवे तथा यदि वह सेवा में होता तो जो लाभ प्राप्त करता वे सभी लाभ भी दिये जावे साथ ही विपक्षी प्रार्थी को सेवा पृथक किये जाने की दिनांक 07.05.2014 से पुनः सेवा में लिये जाने की तिथि तक पिछले

वेतन के रूप में 50 प्रतिशत राशि भुगतान करे, अन्यथा, उक्त राशि पर आदेश की दिनांक से 7 प्रतिशत वार्षिक दर से ब्याज देय होगा।

एक पक्षीय पंचाट प्रकाशनार्थ समुचित सरकार क्षेत्रीय श्रम आयुक्त (केन्द्रीय) अजमेर के पत्र क्रमांक ऐजे-5(97)/2014—आरएलसी दिनांक 15.09.2014 के क्रम में भेजा जावें।

शिव कुमार शर्मा, पीठासीन अधिकारी

नई दिल्ली, 18 अप्रैल, 2023

का. आ. 616.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार नई इंडिया असुरेन्स कंपनी लिमिटेड, लुधिआना के प्रबंधतंत्र के संबद्ध नियोजकों और श्री राकेश कुमार भंडारी पुत्र श्री के. एल. भंडारी, लुधिआना के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय-2, चंडीगढ़ के, पंचाट (रिफरेन्स न.-386/2005) को जैसा कि अनुलग्न में दिखाया गया है, को प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 18.04.2023 को प्राप्त हुआ था।

[सं. एल -17012/21/2004-IR(B-I)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 18th April, 2023

S.O. 616.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 386/2005) of the Central Government Industrial Tribunal cum Labour Court-2, Chandigarh as shown in the Annexure, in the Industrial dispute between the employers in relation to The New India Assurance Company Limited, Ludhiana and Shri Rakesh Kumar Bhandari S/o Shri K. L. Bhandari, Ludhiana which was received along with soft copy of the award by the Central Government on 18.04.2023.

[No. L-17012/21/2004-IR(B-I)]

D. K. HIMANSHU, Under Secy.

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, CHANDIGARH.

Present: Sh. J.K. TRIPATHI, Presiding Officer-cum-Link Officer

ID No.386/2005

Registered on:-19.08.2005

Sh. Rakesh Kumar Bhandari S/o Sh. K.L. Bhandari, R/o H.No.1246, Chander Nagar, Street No.1, Ludhiana.

.....Workman

Versus

The New India Assurance Company Ltd., Regional Office(Pb.), Ludhiana.

.....Respondent/Management

Award

Passed on:-06.02.2023

Central Government vide Notification No.L-17012/21/2004-IR(B-1), Dated 28.07.2005, under clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947(hereinafter called the Act), has referred the following Industrial dispute for adjudication to this Tribunal:-

“Whether the action of the management of New India Insurance Co. Ltd., Ludhiana in imposing the punishment of dismissal from service vide order dated 6.6.2003 on Sh. Rakesh Kumar is legal and unjust? If not, to what relief the concerned workman is entitled to and from which date?

1. The brief facts relevant for deciding this claim petition is that as per claim of workman, the workman joined the services of the respondents on 12.12.1978 and was lastly posted as Development Officer Sr. No.11498 at Branch Office, Dhandari Kalan(Ludhiana) under D.O No.IV when a charge-sheet dated 30.06.2000 was served upon the workman with concocted and fabricated allegations pertaining to the cover note No.215372 dated 28.04.1998

concerning Maruti Zen vehicle bearing No.PB-10AB-0178. The articles of charges and statement of imputation of misconduct were issued with the charge-sheet under the signature of Sh. A.K. Verma the then Deputy Manager Regional Office, Ludhiana, purportedly as Disciplinary Authority as is mentioned in the punishment order dated 06.06.2003 issued by Sh. A.C. Jaggi, Regional Manager, R.O. Ludhiana. The workman vide his reply dated 25.07.2000 stating therein that the allegation were concocted, after thought, motivated, discriminatory and based upon misreported facts and incomplete information conveyed to the authorities by the reporting officers. The submissions made by the workman to the charge-sheet dated 30.06.2000 were not given due considerations by the competent authority as required under rules and appointment of enquiry officer was made as per intimation letter dated 27.09.2000 in an arbitrary manner. The copy of orders to appoint enquiry officer issued by the competent authority was never supplied to the workman and it was also not placed on record during the enquiry proceedings and no such orders were produced even during the conciliation proceedings. The intimation letter could not be a substitute for the orders of appointment of enquiry officer. The punishment order dated 06.06.2003 issued by the Regional Manager clearly shows that the charge-sheet dated 30.06.2000 was issued by the Dy. Manager Sh. A.K. Verma purportedly as disciplinary authority but the punishment has been imposed by the Regional Manager. No rules or orders were placed on record during the enquiry proceedings and no such orders or rules were ever supplied to the workman to show as to which of these two authorities (one Junior or as Dy. Manager and the other senior as Regional Manager) was competent to act as disciplinary authority. It is a well settled law that the charge sheet to initiate disciplinary proceedings, the appointment of enquiry officer, show cause notice, personal hearing and the punishment orders are required to be passed by the disciplinary authority designated and appointed under rules. The orders passed in violation of rules are illegal. The respondents had deliberately not produced the material witnesses and documents in the enquiry proceedings concerning the charge-sheet dated 30.06.2000. The enquiry findings given by the enquiry officer on 17.05.2001 are not based upon admissible evidence on record and the same are wrong and perverse. As per the office order dated 06.06.2003 the regional management imposed the extreme penalty of dismissal upon the workman with immediate effect and it was mentioned to be proved under Rule 23(h) of the said rules. The orders passed by the disciplinary authority are illegal, wrong, non-speaking, against rules, motivated, without jurisdiction and authority, quite harsh and disproportionate to the alleged misconduct and are based upon illegal charge sheet and perverse findings and the same is liable to be set aside. It is therefore, prayed that this Hon'ble Tribunal be pleased to set aside the orders of the disciplinary authority and the appellate authority and direct the respondents to reinstate the workman in service with full back wages, continuity of service and all consequential benefits of seniority and promotion etc.

2. The management has filed written statement, alleging therein that the present reference is not maintainable in the eyes of law and the dispute does not fall within the ambit of Section 2-A of the Industrial Disputes Act as the workman does not fall within the ambit of Section 2-S of the Industrial Disputes Act and he is not a workman as defined under the Act. The workman was guilty of serious acts of misconduct for which he was charge-sheeted vide charge-sheet dated 30.06.2000. The workman while working as a Development Officer at Dhandari Kalan Branch under Ludhiana Divisional Office-IV of the respondent-management committed serious acts of misconduct for which he was charge-sheeted vide charge-sheet dated 30.06.2000. The workman failed to maintain absolute integrity in the discharge of his duties. He was asked to submit reply to the charge-sheet within a period of 15 days of the receipt of the charge-sheet. The workman submitted his reply to the charge-sheet to the competent authority who after examining the same found it unsatisfactory. The workman during the course of inquiry proceedings dated 27.02.2001 stated that he did not want to produce any evidence but when he would receive the written briefs of the presenting officer he would submit his evidence in the form of written briefs. The misconduct committed by the workman was very serious in nature and the past record of the workman was also perused wherein the workman was held guilty of misconduct and he was penalized on two different occasions. He was awarded penalty of 'censure' vide order dated 22.07.2002 and second time on account of misappropriation of amount of Rs.11249/- which was later on deposited by the workman, he was awarded major penalty on 14.10.1998 wherein his basic salary was reduced to the start of basic salary for Grade-I, Divisional Officer. The Disciplinary Authority exercising the powers conferred under Rule 24 of the General Insurance Conduct and Discipline Rules, 1970 as amended from time to time, imposed penalty of dismissal from service with immediate effect as provided under Rule 23(4) of the said rules. Aggrieved by the order of the disciplinary authority, the workman filed an appeal before the appellate authority who after going through the contents of the inquiry report, inquiry proceedings and other relevant documents, reply to the findings of the inquiry officer as well as order passed by the disciplinary authority and applying his mind dispassionately to the circumstances of the case did not find any ground to change the penalty imposed by the disciplinary authority and rejected the appeal and confirmed the order of the disciplinary authority vide his order dated 20.02.2004. It is therefore, respectfully prayed that the claim of the workman may kindly be dismissed with exemplary costs.

3. On 06.02.2023 Sh. O.P. Batra, Ld. Counsel for workman along with Sh. Amit Bhandari, Son of Sh. Rakesh Kumar Bhandari(workman) has made a statement that “**As per instructions of my client Sh. Rakesh Kumar Bhandari(workman), through his son Sh. Amit Bhandari, who is a special power of attorney of his father Sh. Rakesh Kumar Bhandari, I withdraw the present reference and it may be dismissed. Original SPA is placed on record.**

4. In view of the statement made by Sh. O.P. Batra, Ld. Counsel for workman and statement made by him for withdrawal of the case, and as the workman is not interested in adjudication of the matter on merit this Tribunal is left with no option, except to pass a ‘No Claim Award’. Accordingly, ‘No Claim Award’ is passed in the instant reference ID No.386/2005 titled as Rakesh Kumar Bhandari Vs. New India Assurance Company Ltd. The statement made by the Ld. Counsel for the workman as well as a Special Power of Attorney filed by Sh. Amit Bhandari son of Sh. Rakesh Kumar Bhandari(workman) shall be integral part of the award.

5. Let the copy of this award be sent to the Appropriate Government as required under Section 17 of the Act for publication.

J.K. TRIPATHI, Presiding Officer

नई दिल्ली, 18 अप्रैल, 2023

का. आ. 617.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्टील ऑथोरिटी ऑफ इंडिया लिमिटेड, अमेठी के प्रबंधतंत्र के संबद्ध नियोजकों और श्री अविनाश सिंह पुत्र स्वर्गीय कालिका प्रसाद सिंह, अमेठी के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, लखनऊ के, पंचाट(रिफरेन्स न.-17/2020) को जैसा कि अनुलग्न में दिखाया गया है, को प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 18.04.2023 को प्राप्त हुआ था।

[सं. जेड -16025/04/2023-IR(M)-37]

डी.के.हिमांशु, अवर सचिव

New Delhi, the 18th April, 2023

S.O. 617.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 17/2020) of the Central Government Industrial Tribunal cum Labour Court, Lucknow as shown in the Annexure, in the Industrial dispute between the employers in relation to Steel Authority of India Limited, Amethi and Shri Avinash Singh S/o Late Kalika Prasad Singh, Amethi which was received along with soft copy of the award by the Central Government on 18.04.2023.

[No. Z-16025/04/2023-IR(M)-37]

D.K. HIMANSHU, Under Secy.

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL –CUM- LABOUR COURT, LUCKNOW

PRESENT

JUSTICE ANIL KUMAR
PRESIDING OFFICER

I.D. No. 17/2020

Ref. No. K-10/1-3/2020-IR Dated 08.06.2020

BETWEEN

Shri Avinash Singh S/o Late Kalika Prasad Singh
Add-Vill-Naraini, PS-Amethi (UP)

AND

1. The General Manager (JSU), Steel Authority of India Limited
Jagdishpur Unit, Amethi.
2. M/s Amit Metaliks Limited, Thr. Steel Authority of India Limited
Jagdishpur Unit, Amethi.

AWARD

By order No. K-10/1-3/2020-IR Dated 08.06.2020 the present industrial dispute has been referred for adjudication to this Tribunal in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 the Industrial Disputes Act, 1947 (14 of 1947) by the Central Government, with following schedule:

- “1. Whether the demand of reinstatement of the workman Shri Avinash Singh is just, fair and legal?*
- 2. If, so to what relief the concerned workman is entitled to and from which date.”*

Accordingly, an industrial dispute No. 17/2020 has been registered on 01.07.2020.

From the perusal of record, the position which emerge out is that the till date the claimant/workman has not filed any statement of claim.

Moreover, as a matter of fact and record, workman, Avinash Singh or his authorized representative has not turned up before this Tribunal nor has filed any statement of claim, till date.

Findings & Conclusion:

Taking into consideration the fact that till date no statement of claim has been filed by the claimant in order to establish his claim as per the reference dated 08.06.2020.

So in view of the said facts, as well as the law laid by the Hon'ble High Court in the case of *V. K. Raj Industries v. Labour Court (I) and others 1981 (29) FLR 194* as under:

“It is well settled that if a party challenges the legality of an order, the burden lies upon him to prove illegality of the order and if no evidence is produced the party invoking jurisdiction of the Court must fail. Whenever a workman raises a dispute challenging the validity of the termination of service if is imperative for him to file written statement before the Industrial Court setting out grounds on which the order is challenged and he must also produce evidence to prove his case. If the workman fails to appear or to file written statement or produce evidence, the dispute referred by the State Government cannot be answered in favour of the workman and he would not be entitled to any relief.”

In the case of *M/s Uptron Powertronics Employees' Union, Ghaziabad through its Secretary v. Presiding Officer, Labour Court (II), Ghaziabad and others 2008 (118) FLR 1164* Hon'ble Allahabad High Court has held as under:

*“The law has been settled by the Apex Court in case of *Shanker Chakravarti v. Britannia Biscuit Co. Ltd., V.K. Raj Industries v. Labour Court and Ors., Airtech Private Limited v. State of U.P. and Ors. 1984 (49) FLR 38* and *Meritech India Ltd. v. State of U.P. and Ors. 1996 FLR* that in the absence of any evidence led by or on behalf of the workman the reference is bound to be answered by the court against the workman. In such a situation it is not necessary for the employers to lead any evidence at all. The obligation to lead evidence to establish an allegation made by a party is on the party making the allegation. The test would be, who would fail if no evidence is led.”*

And by the Hon'ble Allahabad High Court in the case of *District Administrative Committee, U.P. P.A.C.C.S.C. Services v. Secretary-cum-G.M. District Co-operative Bank Ltd. 2010 (126) FLR 519*; wherein it has been held as under:

“The submission is that even if the petitioner failed to lead the evidence, burden was on the shoulders of the respondent to prove the termination order as illegal. He was required to lead evidence first which he failed. A perusal of the impugned award also does not show that any evidence either oral or documentary was led by the respondent. In the case of no evidence, the reference has to be dismissed.”

As the workman has not filed any statement of claim/oral/documentary evidence, so the present case is liable to be dismissed.

For the foregoing reasons, the case is dismissed and; and the workman is not entitled for any relief.

Award as above.

JUSTICE ANIL KUMAR, Presiding Officer

नई दिल्ली, 18 अप्रैल, 2023

का. आ. 618.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार जे.एम एनवायरो टेक्नोलॉजीज प्रा. लिमिटेड, मुंबई, के प्रबंधतंत्र के संबद्ध नियोजकों और डीसीएसईएम, डीएई, मुंबई, के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण- सह- श्रम न्यायालय-1 मुंबई के पंचाट(संदर्भ सं. CGIT-1/11 of 2012) को जैसा कि अनुलग्नक में दिखाया गया है, को प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 13.04.2023 को प्राप्त हुआ था।

[सं. एल -42011/200/2011 -आईआर(डीयू)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 18th April, 2023

S.O. 618.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. CGIT-1/11 of 2012) of the Central Government Industrial Tribunal cum Labour Court - I Mumbai as shown in the Annexure, in the Industrial dispute between the employers in relation to J.M. Enviro Technologies Pvt. Ltd, Mumbai, and DCSEM, DAE, Mumbai, which was received along with soft copy of the award by the Central Government on 13.04.2023.

[No. L-42011/200/2011 -IR (DU)]

D.K. HIMANSHU, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO.1, MUMBAI

PRESENT

JUSTICE K.D. BHUTIA

PRESIDING OFFICER

REFERENCE NO.CGIT-1/11 OF 2012

1. J.M. Enviro Technologies Pvt. Ltd,1st Party
2. DCSEM, DAE, MUMBAI

V/s.

Their Workmen

...2nd Party

Presence:

For the Management No.2 : Mr. B.K. Ashok, Adv.

For the Management No.1 : Absent

For the Union : Absent

Mumbai dated the 28th day of March, 2023.

AWARD

Today too the Union Mumbai Shramik Sangh who has espoused the dispute is found absent on repeated calls.

The Principal Employer is present through its learned counsel.

Record shows since 31.10.2016, Union has stopped taking part in the proceeding and has failed to produce ww-1 for his cross examination by the Management.

Such conduct on the part of the union give rise to a presumption that it is no more interested to pursue with the dispute referred by the Govt. of India, Ministry of Labour, through its order No. L-42011/200/2011 dated 27.02.2012 to this Tribunal for adjudication of the issue “Whether the action of M/s. JM Envirotech Technologies Pvt. Ltd, a contractor of Director, DCSEM, DAE, Mumbai in terminating the services of 9 contract workmen(namely S/Shri 1. Sandesh Patil, 2. Kishore Bure, 3. Vinod Dawalekar, 4. Gaurav Valmiki, 5. Murugan Sarangam, 6. Dinesh Kagda, 7. Hariram Chauhan, 8. Siraj Khan(Since expired) w.e.f. 10/06/2010 & 9. Shri Siraj Khan w.e.f. 1.6.2010 is legal and justified? Whether the demand of the union of reinstatement of these contract workmen with continuity in service and full back wages is legal and justified? What relief the workmen are entitled to?

Unfortunately, I do not find any material in the record to support the claim of the Union, to prove that contractor employees named above were illegally terminated from their service without complying the provision of sec. 25F of the I.D. Act, or that those workmen had rendered service for more than 240 days during the period of twelve months or that those workmen were engaged to do the work against sanctioned vacant post and as such those workmen are entitled to restatement with back wages save and except corroborated statement of claim.

In view of the above no dispute award is passed. Accordingly Reference case No.CGIT-11 of 2012 is hereby disposed of.

Justice K.D. BHUTIA, Presiding Officer

नई दिल्ली, 18 अप्रैल, 2023

का. आ. 619.—ओद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एम/एस. यूटीआई एएमसी कंपनी प्रा. लिमिटेड; मैसर्स आनंद कंसल्टेंट सर्विसेज, मुंबई, के प्रबंधतंत्र के संबद्ध नियोजकों और भारतीय कामगार कर्मचारी महासंघ, के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार ओद्योगिक अधिकरण-सह- श्रम न्यायालय-1 मुंबई पंचाट (संदर्भ सं. CGIT-1/09 of 2020) को जैसा कि अनुलग्नक में दिखाया गया है, को प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 13.04.2023 को प्राप्त हुआ था।

[सं. एल -42011/35/2020-आईआर(डीयू)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 18th April, 2023

S.O. 619.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. CGIT-1/09 of 2020) of the Central Government Industrial Tribunal cum Labour Court - I Mumbai as shown in the Annexure, in the Industrial dispute between the employers in relation to M/s. UTI AMC Co. Pvt. Ltd. M/s. Anand Consultant Services, Mumbai, and Bhartiya Kamgar Karmachari Mahasangh, which was received along with soft copy of the award by the Central Government on 13.04.2023.

[No. L-42011/35/2020-IR (DU)]

D. K. HIMANSHU, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO.1, MUMBAI

PRESENT

JUSTICE K.D. BHUTIA

PRESIDING OFFICER

REFERENCE NO.CGIT-1/09 OF 2020

1. The Anand Consultant Services,1 st Party
2. UTI AMC, Company Pvt. Ltd,	

V/s.

Their Workmen(Bhartiya Kamgar Karmachari Mahasangh,...2nd Party

Presence:

For the Management No.1 : Absent
 For the Management No.2 : Absent
 For the Union : Absent

Mumbai dated the 29th day of March, 2023.

AWARD

Parties are found absent when the matter is called.

Record shows the authorized representative of the union has not been appearing since 29.10.2021.

It is very interesting to note the Govt. of India, through Ministry of Labour, has referred the dispute in question vide its order No. L-42011/35/2020(IR(DU)) dated 17.07.2020 and union who has put its appearance through its authorized representative on 04.12.2020 has failed to file its claim statement till date.

Such conduct on the part of the union prove that union who has espoused the dispute vide its letter dated 22.04.2019 for payments of arrears in salary of its 11 contract workers (whose names are enclosed in a list attached with reference order) from July 2014 to January, 2016, to the Management of M/s. UTI AMC Co. Pvt. Ltd, and M/s. Anand Consultant Services, Mumbai, is no more interested to pursue the dispute or the present reference case.

That apart there is no material on record to decide the dispute or issue under reference.

Accordingly, "No Dispute Award" is hereby passed and Reference CGIT No. 9 of 2020 is disposed of.

Justice K.D. BHUTIA Presiding Officer

नई दिल्ली, 18 अप्रैल, 2023

का. आ. 620.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारतीय पुरातत्व सर्वेक्षण, विज्ञान शाखा, औरंगाबाद, के प्रबंधतंत्र के संबद्ध नियोजकों और भारतीय पुरातत्व सर्वेक्षण कर्मचारी संघ, भारतीय मजदूर संघ महाराष्ट्र, के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण- सह- श्रम न्यायालय-1 मुंबई पंचाट(संदर्भ संख्या CGIT-1/05 of 2022) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 13.04.2023 को प्राप्त हुआ था।

[सं. एल -42011/131/2022-आईआर(डीयू)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 18th April, 2023

S.O. 620.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. CGIT-1/05 of 2022) of the Central Government Industrial Tribunal cum Labour Court - I Mumbai as shown in the Annexure, in the Industrial dispute between the employers in relation to the Archeological Survey of India, Science branch, Aurangabad, and Archeological Survey of India workers Union, Bhartiya mazdoor Sangh, Maharashtra, which was received along with soft copy of the award by the Central Government on 13.04.2023.

[No. L-42011/131/2022 -IR (DU)]

D. K. HIMANSHU, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO.1, MUMBAI

PRESENT

JUSTICE K.D. BHUTIA

PRESIDING OFFICER

REFERENCE NO.CGIT-1/5 OF 2022

Archaeological Survey of India

....1st Party

V/s.

Their Workmen(Bhartiya Kamgar Sena)

...2nd Party

Presence:

For the Management : Dr. S. Vinodh Kumar,(Deputy Superintending Archaeological Chemist

For the Union : Absent

Mumbai dated the 27th day of March, 2023.

AWARD

On behalf of the Archeological Survey of India, Science branch, Aurangabad, Dr. V.S. Vinodh Kumar files an affidavit along with a letter dated 03/01/2023, submitted by 21 casual workmen to this reference, copy of Aadhar card and ID card and submits for disposal of the case on the prayer made by those casual workmen vide their joint petition dated 03rd January 2023.

The application received by post on 6th Jan. 2023 from Archeological Survey of India workers Union, Bhartiya mazdoor Sangh Maharashtra, is also put up today.

From the application dated 6th January 2023 filed by 22 workmen whose name are annexed in a list with reference order have stated that for want of funds to conduct hearing in this tribunal and uncertainty in the period of disposal of the case, they are not willing to proceed with the present reference case, espoused by the union on their behalf.

The record shows the Government of India through Labour Ministry has referred the following dispute to this tribunal for adjudication vide its order no L-42011/131/2022 (IR-DU) dated 25th April 2022 “ Whether the action of the management of Archaeological Survey of India, Science Branch, Aurangabad in employing Shri Nana Dewaji Damodhar and 21 others(list attached) as temporary/casual labour in Ajanta Caves, Aurangabad and continuing as such from their initial engagement to till date as represented by Archaeological Survey of India Workers Union, Aurangabad vide letter dated 27.09.2021, is proper, legal and justified? If not, to what reliefs including permanency in service are the dispute entitled and what directions are necessary in this respect?”

Since all 22 workmen on whose behalf their union has espoused the present dispute for their regularization are not interested to pursue with the reference and as such “No Dispute Award” Is hereby passed. Accordingly, reference CGIT-5 of 2022 is disposed of.

Justice K.D. BHAUTIA, Presiding Officer

नई दिल्ली, 18 अप्रैल, 2023

का. आ. 621.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार एचडीएफसी लाइफ इंश्योरेंस कंपनी लिमिटेड के प्रबंधतत्र, संबद्ध नियोजको और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, नं 2 दिल्ली के पंचाट (192/2020) प्रकाशित करती है।

[सं. एल-12025/01/2023- आई आर (बी-1)-09]

सलोनी, उप निदेशक

New Delhi, the 18th April, 2023

S.O. 621.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref.192/2020) of the Cent.Govt.Indus.Tribunal-cum-Labour Court No. II, Delhi as shown in the Annexure, in the industrial dispute between the management of HDFC Life Insurance Co. Ltd and their workmen.

[No. L-12025/01/2023- IR (B-I)-09]

SALONI, Dy. Director

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL –CUM- LABOUR COURT-II, NEW DELHI

Present: Smt. PRANITA MOHANTY

ID.NO. 192/2020

Sh. Masud Ahmed, S/o Sh. Ershad Siddiqui,
 R/o No.-146/6, 4th Floor Left Portion, Street No. 06,
 Zakir Nagar, New Delhi-110025.

.....Workman

Versus

The Managing Director,
 HDFC Life Insurance Co. Ltd.
 A-4, 1st,2nd & 3rd Floor,
 Jawala Heri Market Community,
 Centre, Paschim Vihar, New Delhi-110063.

.....Management.

AWARD

In the present case, a reference was received from the appropriate Government vide reference no. L-96(18)2020-ID-FOC-DY. CLC(C) New Delhi dated 21.12.2020 under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Act, for adjudication of a dispute, terms of which are as under:

“Whether the services of the workman Sh. Masud Ahmed S/o Sh. Ershad Siddiqui, have been terminated by the management and /or unjustifiably and if so to what relief is he entitled and what directions are necessary in this regard?”

2. In the reference order, the appropriate Government commanded the parties raising the dispute to file statement of claim, complete with relevant documents, list of reliance and witnesses with this Tribunal within 15 days of receipt of the reference order and to forward a copy of such statement of claim to the opposite parties involved in the dispute. Despite directions so given, claimant opted not to file the claim statement.

3. On receipt of the above reference, notice was sent to the workman as well as the management. Neither the postal article sent to the claimant, referred above, was received back nor was it observed by the Tribunal that postal services remained unserved in the period, referred above. Therefore, every presumption lies in favour of the fact that the above notice was served upon the claimant. Despite service of the notice, claimant opted to abstain away from the proceedings. No claim statement was filed on his behalf. Thus, it is clear that the workman is not interested in adjudication of the reference on merits.

4. Since the workman has neither put his appearance nor has he led any evidence so as to prove his cause against the management, this Tribunal is left with no choice, except to pass a ‘No Dispute/Claim’ award. Let this award be sent to the appropriate Government, as required under Section 17 of the Industrial Disputes Act, 1947, for publication.

PRANITA MOHNATY, Presiding Officer

Date: 24th Jan., 2023.

नई दिल्ली, 18 अप्रैल, 2023

का. आ. 622.—ओद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार दूरसंचार जिला प्रबंधक, बीएसएनएल, प्रतापगढ़ (उ.प्र.), के प्रबंधतंत्र के संबद्ध नियोजकों और श्री जीत लाल मौर्य, कामगार, के बीच अनुवंध में निर्दिष्ट केन्द्रीय सरकार ओद्योगिक अधिकरण एवं श्रम न्यायालय, कानपुर के पंचाट(संदर्भ संख्या 08 of 2013) को जैसा कि अनुलग्न में दिखाया गया है, को प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 16.03.2023 को प्राप्त हुआ था।

[सं. एल- 40012/97/2012- आईआर(डीयू)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 18th April, 2023

S.O. 622.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 08 of 2013) of the Central Government Industrial Tribunal cum Labour Court – Kanpur, as shown in the Annexure, in the Industrial dispute between the employers in relation to Shri Jeet Lal Maurya, Worker, which was received along with soft copy of the award by the Central Government on 16.03.2023.

[No. L- 40012/97/2012-IR(DU)]

D. K. HIMANSHU, Under Secy.

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL -CUM- LABOUR COURT

KANPUR

PRESENT

SOMA SHEKHAR JENA

HJS (Retd.)

I.D. No. 08 of 2013

L-40012/97/2012-IR(DU) dated 21.01.2013

BETWEEN

Shri Jeet Lal Maurya

S/o Sh. Pyare Lal Maurya,

Vill Rampur Krumiyan, Post Tala,

Distt. Pratapgarh(UP)-

AND

The Telecom Distt. Manager,

BSNL, Pratapgarh(U.P)

Award

This award arises in respect of the reference mentioned in the schedule stated below as received from the Government of India, Ministry of Labour in letter No. L-40012/97/2012-IR(DU) dated 21.01.2013

SCHEDULE

1. **“Whether Shri Jeet Lal Maurya is an employee of the management of BSNL? If yes, the action of the management in terminating his services in September 2011 and not making due payment is justified? if not, what relief the concerned workman is entitled to?”**

The averments of the claimant workman may be concisely stated as narrated below:-

The claimant workman was engaged by the management on 02.02.2007 for the post of guard. The management took the work of labourer from the claimant workman. Though the management was supposed to take the work for 90 days only from the claimant workman the rules were violated and O.P management took work from the claimant worked for more than 90 days. The service of the claimant workman was terminated on 02.04.2012 in contravention of the ID Act. During the period of service the claimant workman received the salary from the management of the B.S.N.L but for the period of 01.09.2011 to 02.04.2012 management failed to pay the salary to the claimant workman. The claimant workman prayed before the Tribunal to reinstate the claimant workman with back wages with continuity of service and other benefits as deemed fit in the eye of the Law.

The averments of the management may be summarized as follows -

The claimant workman has never been appointed or engaged in any capacity what so ever by the opposite party. The claimant workman was not an employee of the opposite party.

The opposite party is an organization of the Government of India. It has to work as per Acts, Rules and guidelines issued by the Government of India issued from time to time. If any appointment is to be made, applications are invited through Employment Exchange/Advertisements from candidates as per criteria prescribed such as age, qualification, reservation if any etc. After a proper interview/selection process, the successful candidate is issued an appointment

letter specifying there in name of the Post, pay scale, place of posting etc. The opposite party has not appointed the applicant on any post what so ever.

It was further vehemently stated by the management side that it was not industrial dispute, therefore the reference was not maintainable and as such the reference was liable to be dismissed.

On perusal of the record it is found that though several dates were fixed for cross examination the claimant workman did not appear before this Tribunal. Despite ample opportunities to the claimant workman for cross examination, the claimant workman failed to present the case before the Tribunal. Finally the case was reserved for award for non-appearance of the claimant workman. Pleadings are not read as substantive evidence.

From the aforesaid circumstances it is presumable that the claimant workman is not interested in prosecuting the case further before this Tribunal.

Hence in the given circumstances the reference stands disposed of as of 'NIL' award.

Parties are left to bear their respective costs.

Date: 16.03.2023

SOMA SHEKHAR JENA Presiding Officer

नई दिल्ली, 18 अप्रैल, 2023

का. आ. 623.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार निदेशक, दूरदर्शन केंद्र, महावीर मार्ग, जालंधर (पंजाब), के प्रबंधतंत्र के संबद्ध नियोजकों और श्री राकेश कुमार, कामगार, के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण- सह- श्रम न्यायालय-1 चंडीगढ़ पंचाट(संदर्भ संख्या 50/2009) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 18/04/2023 को प्राप्त हुआ था।

[सं. एल – 42012/28/2009-आईआर-(डीयू)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 18th April, 2023

S.O. 623.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 50/2009) of the Central Government Industrial Tribunal cum Labour Court –1, Chandigarh, as shown in the Annexure, in the Industrial dispute between the employers in relation The Director, Doordarshan Kendra, Mahavir Marg, Jalandhar,(Punjab), and Shri Rakesh Kumar,Worker, which was received along with soft copy of the award by the Central Government on 18/04/2023.

[No. L- 42012/28/2009- IR (DU)]

D. K. HIMANSHU, Under Secy.

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-I, CHANDIGARH.

Present: Sh. J.K. Tripathi, Presiding Officer.

ID No.50/2009

Registered On:-25.09.2009

Sh. Rakesh Kumar S/o Sh. Sant Ram, R/o H.No.1275/6, New Suraj Ganj, Jalandhar.

.....Workman

Versus

The Director, Doordarshan Kendra, Mahavir Marg, Jalandhar(Punjab).

.....Respondent/Management

AWARD

Passed On:-13.03.2023

Central Government vide Notification No. L-42012/28/2009-IR(DU) Dated 04.09.2009, under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947(hereinafter called the Act), has referred the following Industrial dispute for adjudication to this Tribunal:-

“Whether the action of the management of Doordarshan Kendra, Jalandhar in terminating the services of their workman Shri Rakesh Kumar w.e.f. 30.04.2007 is legal and justified? If not, what relief the workman is entitled to?”

1. The brief facts relevant for deciding this claim petition is that as per claim of workman, the workman was employed as a Typist with respondent-Doordarshan Kendra, Jalandhar on 21.09.2000 on the salary of Rs.1400/- per month and worked continuously till 30.04.2007(sometimes even on Sundays) without any break even for a single day. The workman was drawing a salary of Rs.4000/- per month when his services were illegally terminated. The workman had worked for more than 240 days in every year including the immediately preceding 12 months from the date when his services were terminated. In order to facilitate the entry of the workman to the premises of Doordarshan Kendra, a certificate used to be issued month-wise to facilitate issuance of entry pass which clearly states that the workman have been working in the Coordination as resource person from 1st to 31st of a particular month. The programme executive issued a certificate in favour of workman, stating that that the workman have been working as General Assistant(Computer Data Entry Operator) for the last 3 years. The services of the workman was terminated on 30.04.2007 without any notice or payment of any compensation in accordance with the provision of Section 25-F of the Industrial Disputes Act, 1947. the persons junior to the workman were retained in service of Doordarshan Kendra, Jalandhar. No charge-sheet was served upon the workman nor any opportunity of hearing was given to him. The management belatedly violated the principles of natural justice while terminating the services of the workman. It is therefore, prayed that the reference may kindly be decided in favour of the workman, directing the management of Doordarshan Kendra to reinstate the workman in service and pay all the back wages for the intervening period along with all consequential benefits.

2. Management filed written statement, alleging therein that the workman is not falls within the definition of workman. There is no relationship of workman and employer between the workman and the answering-respondent. The workman has not come to the Court with clean. It is denied that the workman Sh. Rakesh Kumar was employed as a Typist in Doordarshan Kendra, Jalandhar from 21.09.2000 till 30.04.2007 continuously without any break. The work was given to him as a Typist on contract/assignment basis only for 40 days in the year 2000 and 48 days in the year 2001. The workman also engaged w.e.f. 12.07.2001 to 30.04.2007 as a Computer Operator, Resource Person and Program Assistant as and when required on assignment basis on short spell. The workman never worked for 240 days in any calendar year. Moreover, the DOP&Ts Scheme dated 10th of September 1993 for grant of temporary status and regularization of casual workers is applicable to the casual labourers and not for Typist. The scheme came into force w.e.f. 01.09.1993. The workman was not in employment on 10.09.1993 nor he worked for 240 days in any calendar year, the scheme is not applicable in his case for regularization of his services. It is denied that the workman worked for more than 240 days in every year including the immediately proceedings 12 months. When the workman was not employed by the management, there is no question of issuance of charge-sheet and providing him any opportunity of hearing. It is therefore, respectfully prayed that the claim of the workman may kindly be dismissed with heavy costs.

3. Parties were given opportunity to lead evidence. In support of his case, the workman has examined himself as WW1 and filed his affidavit in evidence as Ex.WW1/A along with documents Ex.WW1/1 to Ex.WW1/15(Coly) and was cross-examined by the management.

4. The management has examined MW1 Sh. Jasbir Singh, who filed his affidavit in evidence as Ex.MW1/A and MW2 Sh. Puneet Sehgal, Assistant Director(Programme), who filed his affidavit in evidence as Ex.MW1/A and has been cross-examined by the learned counsel for workman.

5. I have heard Sh. R.P. Rana, AR for the workman and Sh. J.K.S. Chhabra, AR for the management and perused the file carefully.

6. The Hon'ble Apex Court in case of **“Deepali Gundu Surwase v. Kranti Junion Adhyapak Mahavidyalaya”** reported as (2013) 10 SCC 324 has held as under:-

“The propositions which can be culled out from the aforementioned judgments are:

- i) **In cases of wrongful termination of service, reinstatement with continuity of service and back wages is the normal rule.**
- ii) **Ordinarily, an employee or workman whose services are terminated and who is desirous of getting back wages is required to either plead or at least make a statement before the adjudicating authority or the Court of first instance that he/she was not gainfully employed or was employed on lesser wages. If the employer wants to avoid payment of full back wages, then I has to plead and also lead cogent evidence to prove that the employee/workman was gainfully employed and was getting wages equal to the wages he/she was drawing prior to the termination of service. This is so because it is settled law that the burden of proof of the existence of a particular fact lies on the person who makes a positive averments about its existence. It is always easier to prove a positive**

fact than to prove a negative fact. Therefore, once the employee shows that he was employed, the onus lies on the employer to specifically plead and prove that the employee was gainfully employed and was getting the same or substantially similar emoluments.”

7. Hon’ble Apex Court in the case **General Manager, Haryana Roadways Vs. Rudan Singh, reported as 2005 SCC (L & S) 716** observed as under:-

“There is no rule of thumb that in every case where the Industrial Tribunal gives a finding that the termination of service was in violation of Section 25-F of the Act, entire back wages should be awarded. A host of factors like the manner and method of selection and appointment i.e. whether after proper advertisement of the vacancy or inviting applications from the employment exchange, nature of appointment namely, whether ad hoc, short term, daily wage, temporary or permanent in character, any special qualification required for the job and the like should be weighed and balanced in taking a decision regarding award of back wages. **One of the important factors which has to be taken into consideration is the length of service, which the workman had rendered with the employer. If the workman has rendered a considerable period of service and his services are wrongfully terminated, he may be awarded full or partial back wages keeping in view the fact that at this age and the qualification possessed by him he may not be in a position to get another employment. However, where the total length of service rendered by a workman is very small, the award of back wages for the complete period i.e. from the date of termination till the date of the award, which our experience shows is often quite large, would be wholly inappropriate.** A regular service of permanent character cannot be compared to short or intermittent daily wage employment though it may be for 240 days in a calendar year.”

8. The Hon’ble Apex Court while considering the violation of Section 25-F of the Act in **Incharge Officer & Anr. V. Shankar Shetty, (2010) 9 SCC 126: 2010 LLR 1137** and after referring to the various decisions, held that the relief by way of back wages is not automatic and compensation instead of reinstatement has been held to meet the ends of justice and it was observed as under:-

“2. Should an order of reinstatement automatically follow in a case where the engagement of a daily wager has been brought to end in violation of Section 25F of the Industrial Disputes Act, 1947(for short “the ID Act”)? The course of the decisions of this Court in recent years has been uniform on the above question.

3. In Jagbir Singh V. Haryana State Agriculture Mktg. Board, (2009) 15 SCC 327, delivering the judgment of this Court, one of the us (R.M. Lodha, J.) noticed some of the recent decisions of this Court, namely, U.P. State Brassware Corpn. Ltd. V. Uday Narain Pandey, (2006) 1 SCC 479; Uttarakhand Forest Development Corpn. V. M.C. Joshi, (2007) 9 SCC 353; State of M.P. v. Lalit Kumar Verma, (2007) 1 SCC 575; M.P. Admn. V. Tribhuban, (2007) 9 SCC 748; Sita Ram v. Moti Lal Nehru Farmers Training Institute, (2008) 5 SCC 75; Jaipur Development Authority v. Ramsahai, (2006) 11 SCC 684; GDA v. Ashok Kumar, (2008) 4 SCC 261 and Mahboob Deepak v. Nagar Panchayat, Gajraula, (2008) 1 SCC 575 and stated as follows: (Jagbir Singh case (2009) 11 SCC 327, SCC pp. 330 & 335, paras 7 & 14)

“7. It is true that the earlier view of this Court articulated in many decisions reflected the legal position that if the termination of an employee was found to be illegal, the relief of reinstatement with full back-wages would ordinarily follow. However, in recent past, there has been a shift in the legal position and in a long line of cases, this Court has consistently taken the view that relief by way of reinstatement with back-wages is not automatic and may be wholly inappropriate in a given fact situation even though the termination of an employee is in contravention of the prescribed procedure. Compensation instead of reinstatement has been held to meet the ends of justice.

14. It would be, thus, seen that by a catena of decisions in recent time, this Court has clearly laid down that an order of retrenchment passed in violation of Section 25F although may be set aside but an award of reinstatement should not, however, be automatically passed.”

9. In view of legal position discussed above, this Court is of the considered view that workman herein was not holding a regular or permanent post nor he was recruited against the post in a regular manner. In such circumstances, it is appropriate to grant reasonable compensation instead of reinstatement with back wages.

10. As such, having due regard to the facts and circumstances, an amount of Rs.1,00,000/- (One Lakh) appears to be just and reasonable to which the workman is entitled. In case, the amount of Rs.1,00,000/- (One Lakh) not paid within one month from the date of publication of the award, the workman is held to be entitled to 6% interest from the date of reference till payment. File after completion be consigned in the record room.

11. Let copy of this award be sent to Central Government for publication as required under Section 17 of the Industrial Disputes Act, 1947.

J.K. TRIPATHI, Presiding Officer

नई दिल्ली, 19 अप्रैल, 2023

का. आ. 624.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार प्रबंधन, मैसर्स इंडस टावर लिमिटेड, कोलकाता ; प्रबंधन, वेल्किन टेलीकॉम इंफ्रा प्रा. लिमिटेड, के प्रबंधतंत्र के संबद्ध नियोजकों श्री सुखेंदु शेखर पात्रा, कामगार, के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण- सह-श्रम न्यायालय- आसनसोल के पंचाट(संदर्भ संख्या 15 of 2018) को जैसा कि अनुलग्नक में दिखाया गया है, को प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 18.04.2023 को प्राप्त हुआ था।

[सं. एल -40012/18/2017-आईआर (डीयू)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 19th April, 2023

S.O. 624.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 15 of 2018) of the Central Government Industrial Tribunal cum Labour Court - Asansol as shown in the Annexure, in the Industrial dispute between the employers in relation to Management, M/s. Indus Tower Limited, Kolkata ; Management, Welkin Telecom Infra Pvt. Ltd., and Shri Sukhendu Sekhar Patra, Worker, which was received along with soft copy of the award by the Central Government on 18.04.2023.

[No. L-40012/18/2017-IR (DU)]

D.K. HIMANSHU, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL -CUM- LABOUR COURT, ASANSOL

PRESENT: Shri ANANDA KUMAR MUKHERJEE,
Presiding Officer,
C.G.I.T-cum-L.C., Asansol.

REFERENCE CASE NO. 15 OF 2018

PARTIES: Sukhendu Sekhar Patra
Vs.
Management of M/s. Indus Tower Limited, Kolkata
Management of Welkin Telecom Infra Pvt. Ltd.

REPRESENTATIVES:

For the Union/Workman: Mr. P. K. Das, learned advocate.
For the Management: Mr. Pradip Kr. Goswami, learned advocate.
Mr. Sourajit Das, learned advocate.

INDUSTRY: Telecommunications.

STATE: West Bengal.

Dated: 21.12.2022

AWARD

In exercise of powers conferred under clause (d) of Sub-section (1) and Sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), Govt. of India through the Ministry of Labour, vide its Order **No. L-40012/18/2017-IR(DU)** dated 27.03.2018 has been pleased to refer the following dispute between the employers, that is the Management of (i) Indus tower Limited, Kolkata, (ii) Welkin Telecom Infra Private Limited and their workman for adjudication by this Tribunal.

SCHEDULE

“Whether the dismissal of Sh. Sukhendu Sekhar Patra @ Tapan Patra appointed as Mobile Tower Assistant (M.T.A.) w.e.f. 20.02.2007 till 01.10.2011 i.e. more than 4 years, by Welkin Telecom Infra Private Limited for Indus Tower Ltd. Kolkata legal and justified? If no, whether the claim of the workman for reinstatement in the job is proper? If yes, what relief is he entitled to?”

1. On receiving Order No. L-40012/18/2017-IR(DU) dated 27.03.2018 from the Govt. of India, Ministry of Labour, New Delhi for adjudication of the dispute, a **Reference case No. 15 of 2018** was registered on 09.04.2018 and an order was passed issuing notice to the parties through registered post, directing them to appear and submit their written statements along with relevant documents in support of their claims and a list of witnesses. Both parties appeared before the Tribunal through their authorized representatives.

2. The case is fixed up today for filing written statement by the parties. Notice was sent to the workman and Management of the Companies under registered post. The same was served upon the workman and Indus Tower Limited, Kolkata. Notice sent to Welkin Telecom Infra Private Limited at their registered address has been returned unserved. Mr. Pradip Kr. Goswami, learned advocate had appeared for Welkin Telecom Infra Private Limited and Mr. Sourajit Das, learned advocate had appeared for Indus Tower Limited. On call learned advocates for the opposite parties are not found available.

3. Mr. P. K. Das, learned advocate for the workman Sukhendu Shekhar Patra is found present. It is submitted by Mr. P. K. Das that he has no instruction from the workman. In view of such circumstances, I am constrained to hold that the petitioner is not inclined to proceed further with this case. Let the Reference case be disposed of in the form of No Dispute Award. Necessary communication be made to the Ministry of Labour and Employment.

Hence,

ORDERED

A **No Dispute Award** is drawn up in respect of the above Reference. Let copies of the Award in duplicate be sent to the Ministry of Labour and Employment, Government of India, New Delhi for information and notification.

ANANDA KUMAR MUKHERJEE, Presiding Officer

नई दिल्ली, 18 अप्रैल, 2023

का. आ. 625.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एम/एस प्रोनोब गांगुली सुरक्षा एजेंसी, के प्रबंधतंत्र के संबद्ध नियोजकों श्री श्यामल कुमार दीवान, कामगार, के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण- सह- श्रम न्यायालय- आसनसोल पंचाट(संदर्भ संख्या 23 Of 2020) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 18.04.2023 को प्राप्त हुआ था।

[सं. एल -42025-07-2023-75-आईआर (डीयू)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 18th April, 2023

S.O. 625.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 23 Of 2020) of the Central Government Industrial Tribunal cum Labour Court - Asansol as shown in the Annexure, in the Industrial dispute between the employers in relation to M/s. Pronob Ganguly Security Agency, and Shri Shyamal Kumar Dewan, Worker, which was received along with soft copy of the award by the Central Government on 18.04.2023.

[No. L-42025-07-2023-75-IR (DU)]

D. K. HIMANSHU, Under Secy.

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
ASANSOL**

PRESENT : Shri Ananda Kumar Mukherjee,
Presiding Officer
CGIT-cum-LC, Asansol

REFERENCE NO. 23 OF 2020

PARTIES : Shyamal Kumar Dewan

v/s

Management of M/s. Pronob Ganguly Security Agency

REPRESENTATIVES :

For the Management of M/s. Pronob Ganguly Security Agency: Mr. Bijay Kumar Biswas, Field Officer

For the union (Workman): Mr. Shyamal Kumar Dewan

INDUSTRY: Private Security Agency (contractor)

STATE : WEST BENGAL

Dated : 11.01.2023

AWARD

In exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Dispute Act, 1947, the Central Government through Ministry of Labour vide its order No. L-42011/101/2020-IR(DU) dated 24/09/2020 has been pleased to refer the following dispute between the employers, i.e. the Management of M/s. Pronob Ganguly Security Agency and their workman for adjudication by this Tribunal.

SCHEDULE

“Whether the termination of Sri Shyamal Kumar Dewan, Ex-Security Guard by M/s. Pranab Ganguly Security Agency, a contractor under NTPC, Katwa is proper and justified? If not, what relief Sri Shyamal Kumar Dewan is entitled to? What other directions, if any, are necessary in this regard?”

1. After receipt of order No. L-42011/101/2020-IR(DU) dated 24/09/2020 of the aforesaid Reference framed by Ministry of Labour, Government of India, New Delhi for adjudication, a Reference case No. 23 of 2020 was registered on 17/06/2021. Notices were issued to parties under registered post directing them to appear and file their written statements along with relevant documents and respective list of witnesses they would like to rely upon.

2. The case is fixed up today for the evidence of workman witness, Shyamal Kumar Dewan, Ex-Security Guard. The petitioner has appeared in person. He is represented by co-employee. Mr. Bijoy Kumar Biswas, authorized representative of M/s. Pronob Ganguly Security Agency is representing the employer. The principal employer NTPC is not a party herein.

3. Industrial Dispute referred to this Tribunal is “whether the termination of Sri Shyamal Kumar Dewan, Ex-Security Guard by M/s. Pranab Ganguly Security Agency, a contractor under NTPC, Katwa is proper and justified? If not, what relief Sri Shyamal Kumar Dewan is entitled to? What other directions, if any, are necessary in this regard?”

4. In the instant case, written statement has been submitted by the workman claiming that an order of deployment 90:10 vide L-No 28(3)/2012.0(Res-1) GOI, Ministry of Defence (Dept. of Ex-Servicemen welfare), New Delhi dated 09 July-2012 was issued by the Ministry of Defence and as per above order NTPC Katwa and Agency selected twenty Ex-Military and two Ex-BSF from September – 2016 and he continued till 31/07/2019 but suddenly Agency terminated him for being an Ex-BSF Personnel, treating him as a Civilian person.

5. The contractor M/s. Pranob Ganguly Security Agency, in their written statement in reply claimed that Shyamal Kumar Dewan, Ex-Security Guard is an Ex-BSF Personnel and the employer farm is an empanelled security agency under Director General Resettlement (DGR), Ministry of Defence, New Delhi – 66. DGR is responsible for resettlement of Ex-Servicemen from the Army, Navy and Air Force. This facility is given to Ex-Defence Forces since they retire young. However, it is urged that definition of Ex-Servicemen (ESM) is mentioned in the DGR site and Personnel of Border Security Force (BSF) is not included in the list of Ex-Servicemen. BSF is under Home Ministry, Government of India and considered as Central Armed Police Force (CAPF) and not ESM. It is stated that they have their own resettlement process and do not come under the purview of DGR, Ministry of Defence for the purpose of deployment of security guards and BSF is considered as “Civilian” Category. It is the case of the opposite party/employing agency that the work order of principal employer i.e. NTPC Management clearly stated that they wanted Ex-Military Personnel for deployment at the site and not civilian. As the Management insisted that civilian guard be changed with Military guards, service of Shyamal Kumar Dewan was terminated.

6. The matter is taken up for hearing. It appeared that Principal employer NTPC is not a party and no Notice was issued to it. No document is produced by the aggrieved workman to establish the employer-employee relationship between him and the Management of NTPC, Katwa. Therefore, the workman cannot claim any relief from the principal employer. It is undisputed on part of the workman and no rejoinder was filed by him denying the statement made by his direct employer, M/s. Pronob Ganguly Security Agency that the Management of NTPC, Katwa wanted Ex-Military Personnel only for deployment and not civilian. Under such circumstances, the workman Shyamal Kumar Dewan is not entitled to any relief from the principal employer, NTPC Katwa. With reference to the termination of Shyamal Kumar Dewan by M/s. Pronob Ganguly Security Agency, a contractor farm, the conditions under section 25F of Industrial Dispute Act, 1947 have to be complied. The workman who has been employed for not less than one year under employer should be given one month Notice in writing indicating reason for retrenchment and the

workman has to be paid one month's wage in lieu of such Notice. He is also required to be paid a compensation equivalent to fifteen days' average pay for every completed year of continuous service in excess of six months. In this case the workman Shyamal Kumar Dewan is entitled to appropriate compensation in lieu of Notice of retrenchment and for the period he served under the Agency.

Hence,

ORDER

The reference case is disposed of in favour of Shyamal Kumar Dewan, the workman who shall be entitled to compensation for his retrenchment from his direct employer i.e. M/s. Pronob Ganguly Security Agency for the Notice period as well as a sum equivalent to fifteen days' wage for the period of service he rendered under the Agency. The workman is not entitled to any relief from NTPC, Katwa. Let an Award be drawn up in favour of the workman. Accordingly, copies of same be sent to the Ministry for information.

ANANDA KUMAR MUKHERJEE, Presiding Officer

नई दिल्ली, 19 अप्रैल, 2023

का. आ. 626.—ओद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार प्रबंधन, पावर ग्रिड कॉर्पोरेशन ऑफ इंडिया लिमिटेड, के प्रबंधतंत्र के संबद्ध नियोजकों श्री नेमाई च. शो और 25 अन्य, कामगार, के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार ओद्योगिक अधिकरण- सह- श्रम न्यायालय- आसनसोल के पंचाट (संदर्भ सं. 08 of 2018) को जैसा कि अनुलग्नक में दिखाया गया है, को प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 18.04.2023 को प्राप्त हुआ था।

[सं. एल -42011/140/2017-आईआर (डीयू)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 19th April, 2023

S.O. 626.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 08 of 2018) of the Central Government Industrial Tribunal cum Labour Court - Asansol as shown in the Annexure, in the Industrial dispute between the employers in relation to Management of Power Grid Corporation of India Limited, and Shri Nemai Ch. Show and 25 Others, Worker, which was received along with soft copy of the award by the Central Government on 18.04.2023.

[No. L-42011/140/2017-IR (DU)]

D. K. HIMANSHU, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL -CUM- LABOUR COURT, ASANSOL

PRESENT: Shri ANANDA KUMAR MUKHERJEE,
Presiding Officer,
C.G.I.T-cum-L.C., Asansol.

REFERENCE CASE NO. 08 OF 2018

PARTIES: Nemai Ch. Show and 25 Others

Vs.

Management of Power Grid Corporation of India Limited

REPRESENTATIVES:

For the Union/Workmen: None.

For the Management: None.

INDUSTRY: Power.

STATE: West Bengal.

Dated: 20.02.2023

AWARD

In exercise of powers conferred under clause (d) of Sub-section (1) and Sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), Govt. of India through the Ministry of Labour, vide its Order **No. L-42011/140/2017-IR(DU)** dated 20.02.2018 has been pleased to refer the following dispute between the employer, that is the Management of Power Grid Corporation of India Limited and their workmen for adjudication by this Tribunal.

SCHEDEULE

“ Whether the action of the management of Power Grid Corporation of India Ltd. 400/220, Kv Durgapur Substation in neither paying the retrenchment compensation as per I.D. Act, 1947 nor regularizing the 26 (Twenty Six) contract labour as per list i.e. Sh. Nemai Ch. Show and 25 others, though they were working as contract labours since 10-22 years / i.e. from 1991 is just and legal? If not, to what relief the workmen are entitled to? ”

1. On receiving Order **No. L-42011/140/2017-IR(DU)** dated 20.02.2018 from the Govt. of India, Ministry of Labour, New Delhi for adjudication of the dispute, a **Reference case No. 08 of 2018** was registered on 05.03.2018 and an order was passed issuing notice to the parties through registered post, directing them to appear and submit their written statements along with relevant documents in support of their claims and a list of witnesses. None of the parties have appeared before the Tribunal after Notice.

2. The case was fixed up on 13.02.2023 for filing written statement. On repeated calls none appeared.

3. By order dated 20.02.2018 the Industrial Dispute was referred to This Tribunal for adjudication as to whether the action of the management of Power Grid Corporation of India Ltd. 400/220, Kv Durgapur Substation in neither paying the retrenchment compensation as per I.D. Act, 1947 nor regularizing the 26 (twenty-six) contract labour as per list i.e. Shri Nemai Ch. Show and 25 (twenty-five) others, though they were working as contract labours since 10-22 years / i.e. from 1991 is just and legal? If not, to what relief the workmen are entitled to?

4. Since no interest has been shown by the concerned parties at whose behest this Reference case was made, I do not find any reason for granting further accommodation to parties. Therefore, the Industrial Dispute stands dismissed in the form of a **No Dispute Award**.

Hence,

ORDERED

that a No Dispute Award be drawn up in respect of the above Reference. Let copies of the Award in duplicate be sent to the Ministry of Labour and Employment, Government of India, New Delhi for information and Notification.

ANANDA KUMAR MUKHERJEE, Presiding Officer

नई दिल्ली, 19 अप्रैल, 2023

का. आ. 627.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मुख्य महाप्रबंधक, दूरसंचार (पश्चिम), भारत संचार निगम लिमिटेड; महाप्रबंधक, दूरसंचार जिला, बीएसएनएल,, के प्रबंधतंत्र के संबद्ध नियोजकों और प्रदेश अध्यक्ष, बीएसएनएल कैज़ुअल वर्कर्स यूनियन, उत्तराखण्ड, के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण- सह- श्रम न्यायालय-2 नई दिल्ली के पंचाट (संदर्भ सं. 49/2017) को जैसा कि अनुलग्नक में दिखाया गया है, को प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 23.03.2023 को प्राप्त हुआ था।

[सं. एल -42025-07-2023-72-आईआर(डीयू)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 19th April, 2023

S.O. 627.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 49/2017) of the Central Government Industrial Tribunal cum Labour Court - II New Delhi as shown in the Annexure, in the Industrial dispute between the employers in relation to The Chief General Manager, Telecom(West),Bharat Sanchar Nigam Limited, ;The General Manager, Telecom

District, BSNL, and State President, BSNL Casual & Workers Unions, Uttrakhand, which was received along with soft copy of the award by the Central Government on 23.03.2023.

[No. L-42025-07-2023-72-IR (DU)]

D. K. HIMANSHU, Under Secy.

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, NEW DELHI.

Present:

Smt. Pranita Mohanty,
Presiding Officer, C.G.I.T.-Cum-Labour
Court-II, New Delhi.

INDUSTRIAL DISPUTE CASE NO. 49/2017

Date of Passing Award- 01.03.2023

Between:

State President,
BSNL Casual & Workers Unions,
Uttrakhand,

Workman

Versus

1. The Chief General Manager, Telecom(West)	
Bharat Sanchar Nigam Limited	
2. General Manager, Telecom District, BSNL	Managements

Appearances:-

None for the claimant

Sh. Atul Bhardwaj, Ld. A/R for the mgt.

AWARD

This is an application filed by the applicant under the provisions of section 33A of the Id Act.

Notice was issued to the management who appeared and filed w/s. Thereafter, the claimant was given several opportunities for filing rejoinder but no rejoinder filed.

As per the claim statement filed through the union the claimant was working as Lineman under the management for a pretty long period. The period of employment varies between 2015 to 2016. They had raised a dispute demanding regularization of service. During the pendency of that dispute before this Tribunal, the management with mala-fide intention terminated the services of the workmen as per the list annexed to the application, in violation of the provisions of Section 33 of the ID Act. The management did not consider that the claimants were serving for the management and discharging regular work for more than 15 years. Being aggrieved, they filed the present application under Section 33A of the ID Act.

Copy of the claim petition being served the mgt. BSNL filed w/s denying the stand taken in this petition. It has been stated that the claimants were never appointed directly by BSNL nor their services were ever terminated. BSNL is a Government corporation and invites open tenders as per codal provisions for execution of different work. The said contractor might have engaged the claimants for work and their termination if any might have been done by the said contractor. Hence, the mgt. has prayed for dismissal of the claim petition.

Since the claimant did not file rejoinder the following issues were framed for adjunction.

Issues

1. If the proceeding u/s 33A of the ID, Act is maintainable?
2. If there exists any employer employee relationship between the complainant and management?
3. If the management during pendency of Industrial Dispute changed the service condition of the complainant in contravention of the provision laid u/s 33 of the I.D Act?
4. To what relief the complainant is entitled to?

The claimant was thereafter called upon to adduce evidence. But the claimant failed to appear and no evidence was adduced. The right for claimant evidence was closed and mgt was called to adduce evidence. A mgt also denied to adduce evidence.

There been no evidence adduced by the claimant this no dispute award is passed. Hence order.

The application filed on section 33A of the ID Act by the claimant is dismissed for no evidence adduced by him and this no dispute award is hereby passed.

ORDER

The complaint petition be and the same is dismissed as without merit and this award is accordingly passed.

Send a copy of this award to the appropriate government for notification as required under section 17 of the ID act 1947.

PRANITA MOHANTY, Presiding Officer

नई दिल्ली, 19 अप्रैल, 2023

का. आ. 628.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सुख्य महाप्रबंधक, दूरसंचार (पश्चिम), भारत संचार निगम लिमिटेड; महाप्रबंधक, दूरसंचार जिला, बीएसएनएल, के प्रबंधतंत्र के संबद्ध नियोजकों और प्रदेश अध्यक्ष, बीएसएनएल कैजुअल वर्कर्स यूनियन, उत्तराखण्ड, के बीच अनुवंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण- सह- श्रम न्यायालय-2 नई दिल्ली के पंचाट (संदर्भ सं. 47/2017) को जैसा कि अनुलग्नक में दिखाया गया है, को प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 23.03.2023 को प्राप्त हुआ था।

[सं. एल -42025-07-2023-76-आईआर(डीयू)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 19th April, 2023

S.O. 628.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 47/2017) of the Central Government Industrial Tribunal cum Labour Court - II New Delhi as shown in the Annexure, in the Industrial dispute between the employers in relation to The Chief General Manager, Telecom(West),Bharat Sanchar Nigam Limited, ;The General Manager, Telecom District, BSNL, and State President, BSNL Casual & Workers Unions, Uttrakhand, which was received along with soft copy of the award by the Central Government on 23.03.2023.

[No. L-42025-07-2023-76-IR (DU)]

D.K. HIMANSHU, Under Secy.

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, NEW Delhi.

Present:

Smt. Pranita Mohanty,
Presiding Officer, C.G.I.T.-Cum-Labour
Court-II, New Delhi.

INDUSTRIAL DISPUTE CASE NO. 47/2017

Date of Passing Award- 01.03.2023

Between:

State President,
BSNL Casual & Workers Unions,
Uttrakhand

Versus

.....Workman

1. The Chief General Manager, Telecom(West)
Bharat Sanchar Nigam Limited
2. General Manager, Telecom Distrct, BSNL
Appearances:-
None for the claimant
Sh. Atul Bhardwaj, Ld. A/R for the mgt.

AWARD

This is an application filed by the applicant under the provisions of section 33A of the ID Act.

Notice was issued to the management who appeared and filed w/s. Thereafter, the claimant was given several opportunities for filing rejoinder but no rejoinder filed.

As per the claim statement filed through the union the claimant was working as Lineman under the management for a pretty long period. The period of employment varies between 2015 to 2016. They had raised a dispute demanding regularization of service. During the pendency of that dispute before this Tribunal, the management with mala-fide intention terminated the services of the workmen as per the list annexed to the application, in violation of the provisions of Section 33 of the ID Act. The management did not consider that the claimants were serving for the management and discharging regular work for more than 15 years. Being aggrieved, they filed the present application under Section 33A of the ID Act.

Copy of the claim petition being served the mgt. BSNL filed w/s denying the stand taken in this petition. It has been stated that the claimants were never appointed directly by BSNL nor their services were ever terminated. BSNL is a Government corporation and invites open tenders as per codal provisions for execution of different work. The said contractor might have engaged the claimants for work and their termination if any might have been done by the said contractor. Hence, the mgt. has prayed for dismissal of the claim petition.

Since the claimant did not file rejoinder the following issues were frame for adjunction.

Issues

1. If the proceeding u/s 33A of the ID, Act is maintainable?
2. If there exists any employer employee relationship between the complainant and management?
3. If the management during pendency of Industrial Dispute changed the service condition of the complainant in contravention of the provision laid u/s 33 of the I.D Act?
4. To what relief the complainant is entitled to?

The claimant was thereafter called upon to adduce evidence. But the claimant failed to appear and no evidence was adduced. The right for claimant evidence was closed and mgt was called to adduce evidence. A mgt also denied to adduce evidence.

There been no evidence adduced by the claimant this no dispute award is passed. Hence order.

The application filed on section 33A of the ID Act by the claimant is dismissed for no evidence adduced by him and this no dispute award is hereby passed.

ORDER

The complaint petition be and the same is dismissed as without merit and this award is accordingly passed.

Send a copy of this award to the appropriate government for notification as required under section 17 of the ID act 1947.

PRANITA MOHANTY, Presiding Officer

नई दिल्ली, 19 अप्रैल, 2023

का. आ. 629.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मुख्य महाप्रबंधक, दूरसंचार (पश्चिम), भारत संचार निगम लिमिटेड; महाप्रबंधक, दूरसंचार जिला, बीएसएनएल,, के प्रबंधतंत्र के संबद्ध नियोजकों और प्रदेश अध्यक्ष, बीएसएनएल कैज़ुअल वर्कर्स यूनियन, उत्तराखण्ड, के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण- सह- श्रम न्यायालय-2 नई दिल्ली के पंचाट (संदर्भ सं. 48/2017) को जैसा कि अनुलग्नक में दिखाया गया है, को प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 23.03.2023 को प्राप्त हुआ था।

[सं. एल -42025-07-2023-77-आईआर (डीयू)]

डी.के.हिमांशु, अवर सचिव

New Delhi, the 19th April, 2023

S.O. 629.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 48/2017) of the Central Government Industrial Tribunal cum Labour Court - II New Delhi as shown in the Annexure, in the Industrial dispute between the employers in relation to The Chief General Manager, Telecom (West), Bharat Sanchar Nigam Limited, ;The General Manager, Telecom District, BSNL, and State President, BSNL Casual & Workers Unions, Uttrakhand, which was received along with soft copy of the award by the Central Government on 23.03.2023.

[No. L-42025-07-2023-77-IR (DU)]

D. K. HIMANSHU, Under Secy.

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, NEW DELHI.

Present:

Smt. Pranita Mohanty,
Presiding Officer, C.G.I.T.-Cum-Labour
Court-II, New Delhi.

INDUSTRIAL DISPUTE CASE NO. 48/2017

Date of Passing Award- 01.03.2023

Between:

State President,
BSNL Casual & Workers Unions,
Uttrakhand,

Workman

Versus

1. The Chief General Manager, Telecom(West)
Bharat Sanchar Nigam Limited
2. General Manager, Telecom District, BSNL

Managements

Appearances:-

None for the claimant

Sh. Atul Bhardwaj, Ld. A/R for the mgt.

AWARD

This is an application filed by the applicant under the provisions of section 33A of the Id Act.

Notice was issued to the management who appeared and filed w/s. Thereafter, the claimant was given several opportunities for filing rejoinder but no rejoinder filed.

As per the claim statement filed through the union the claimant was working as Lineman under the management for a pretty long period. The period of employment varies between 2015 to 2016. They had raised a dispute demanding regularization of service. During the pendency of that dispute before this Tribunal, the management with mala-fide intention terminated the services of the workmen as per the list annexed to the application, in violation of the provisions of Section 33 of the ID Act. The management did not consider that the claimants were serving for the management and discharging regular work for more than 15 years. Being aggrieved, they filed the present application under Section 33A of the ID Act.

Copy of the claim petition being served the mgt. BSNL filed w/s denying the stand taken in this petition. It has been stated that the claimants were never appointed directly by BSNL nor their services were ever terminated. BSNL is a Government corporation and invites open tenders as per codal provisions for execution of different work. The said contractor might have engaged the claimants for work and their termination if any might have been done by the said contractor. Hence, the mgt. has prayed for dismissal of the claim petition.

Since the claimant did not file rejoinder the following issues were framed for adjunction.

Issues

1. If the proceeding u/s 33A of the ID, Act is maintainable?
2. If there exists any employer employee relationship between the complainant and management?
3. If the management during pendency of Industrial Dispute changed the service condition of the complainant in contravention of the provision laid u/s 33 of the I.D Act?
4. To what relief the complainant is entitled to?

The claimant was thereafter called upon to adduce evidence. But the claimant failed to appear and no evidence was adduced. The right for claimant evidence was closed and mgt was called to adduce evidence. A mgt also denied to adduce evidence.

There been no evidence adduced by the claimant this no dispute award is passed. Hence order.

The application filed on section 33A of the ID Act by the claimant is dismissed for no evidence adduced by him and this no dispute award is hereby passed.

ORDER

The complaint petition be and the same is dismissed as without merit and this award is accordingly passed.

Send a copy of this award to the appropriate government for notification as required under section 17 of the ID act 1947.

PRANITA MOHANTY, Presiding Officer

नई दिल्ली, 19 अप्रैल, 2023

का. आ. 630.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार उत्तर रेलवे के प्रबंधतत्र, संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण / श्रम न्यायालय, नं 2 दिल्ली के पंचाट (61/2022) प्रकाशित करती है।

[सं. एल -42012/01/2022-आई आर (बी-1)]

सलोनी, उप निदेशक

New Delhi, the 19th April, 2023

S.O. 630.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref.61/2022) of the Cent.Govt.Indus.Tribunal-cum-Labour Court No -2 Delhi as shown in the Annexure, in the industrial dispute between the management of Northern Railway and their workmen.

[No. L-42012/01/2022- IR(B.I)]

SALONI, Dy. Director

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL –CUM- LABOUR COURT-II, NEW DELHI

Present: Smt. PRANITA MOHANTY

ID. NO. 61/2022

Sh. Ranjeet Dass & 20 others,
C/o Mohan Kumar Gupta, Panchvati Colony,
Near Loni Bus Depot, Loni, Ghaziabad,
Uttar Pradesh-201102.

.....Workman

Versus

1.Divisional Commercial Manager,
Northern Railway,
DRM Office, Street Road,
Delhi-110002.
2. Director Station,

Old Delhi Railway Station-1st Floor, Delhi-110006.

3. Chief Health Inspector,

Old Delhi Railway station , platform no.-08, Delhi-110006.

4. All Services Global Pvt. Ltd.,

Old Delhi Railway Station, Near C.H.I Office,

Delhi-110006.

.....Managements.

AWARD

In the present case, a reference was received from the appropriate Government vide reference no. L-42012/01/2022 IR(DU) dated 15.02.2022 under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Act, for adjudication of a dispute, terms of which are as under:

“Whether the claim of Shri Ranjeet Dass and 20 others vide letter dated 20.05.2021 that their services have been terminated illegally and /or unjustifiably by the management of M/s All Services Global Private Limited, Delhi is proper, legal and justified? If yes, to what relief are the disputant workers entitled and what directions are necessary in this respect?”

2. In the reference order, the appropriate Government commanded the parties raising the dispute to file statement of claim, complete with relevant documents, list of reliance and witnesses with this Tribunal within 15 days of receipt of the reference order and to forward a copy of such statement of claim to the opposite parties involved in the dispute. Despite directions so given, Claimants opted not to file the claim statement with the Tribunal.

3. On receipt of the above reference, notice was sent to the workman as well as the managements. Neither the postal article sent to the claimant, referred above, was received back nor was it observed by the Tribunal that postal services remained unserved in the period, referred above. Therefore, every presumption lies in favour of the fact that the above notice was served upon the claimants union. Despite service of the notice, claimants union opted to abstain away from the proceedings. No claim statement was filed on their behalf. Thus, it is clear that the claimants are not interested in adjudication of the reference on merits.

4. Since the claimants neither put their appearance nor led any evidence so as to prove their cause against the managements, this Tribunal is left with no choice, except to pass a ‘No Dispute/Claim’ award. Let this award be sent to the appropriate Government, as required under Section 17 of the Industrial Disputes Act, 1947, for publication.

PRANITA MOHANTY, Presiding Officer